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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

EGRET LANDING AT JUPITER

PREPARED BY AND RETURN TO:

**Clifford I. Hertz, P.A.
Broad and Cassel
The Reflections Center, Suite 500
400 Australian Avenue South
West Palm Beach, Florida 33401**

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

EGRET LANDING AT JUPITER

THIS DECLARATION is made this 29 day of JULY, 1993, by THE JUPITER LAND PARTNERSHIP, a Florida General Partnership, as Trustee, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, as hereinafter defined, is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

BACKGROUND

1. The Jupiter Land Partnership, a Florida General Partnership, as Trustee (referred to as "the Declarant") is the owner of a parcel of real property legally described in Exhibit "A" to this Declaration (the "Property").
2. It is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property to create a unique residential community (the "Development").
3. It is the intent of Declarant to provide for the preservation and enhancement of property values and amenities within the Development in order to contribute to the personal and general health, safety and welfare of the property owners and residents of the Development, and in order to maintain the Development's land and improvements, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions described in this Declaration.
4. At or about the time of recording of this instrument in the Public Records of Palm Beach County, Florida, there has been incorporated under the laws of the State of Florida, Egret Landing Property Owners' Association, Inc., a not for profit corporation (the "Association") to provide an entity for enforcing and carrying out the purposes and intent of this instrument, in connection with the Property.

In consideration of the above facts and circumstances, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, easements, assessments, charges, liens and other provisions set forth in this Declaration of Covenants and Restrictions for Egret Landing at Jupiter (the "Declaration").

ARTICLE I

DEFINITIONS

The following terms as used in this Declaration, shall have the following meanings:

- A. ARCHITECTURAL REVIEW BOARD OR A.R.B. - that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- B. ASSESSMENT - those charges against each Lot made by the Association from time to time, for the purposes and subject to the terms set forth in this Declaration.
- C. ASSOCIATION - Egret Landing Property Owners' Association, Inc., a Florida not for profit corporation, and its successors and assigns.
- D. ASSOCIATION LOT(S) - A Lot or Lots owned by the Association for the purpose of being sold.
- E. ASSOCIATION PROPERTY - all personal property and real property, other than the Common Property, which may be acquired by the Association, other than a Lot.
- F. BOARD OF DIRECTORS - the Board of Directors of the Association.
- G. COMMON EXPENSES - all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth in this Declaration.
- H. COMMON PROPERTY - all portions of the Development which are identified and dedicated to the Association on any recorded subdivision plat of the Property or conveyed to the Association by deed, other than a Lot.
- I. DECLARATION - this instrument, and all exhibits to it, as may be amended from time to time.

(J) DECLARANT - The Jupiter Land Partnership, a Florida general partnership, Trustee, its successors and assigns pursuant to the Declaration.

K. DEVELOPMENT - shall mean and refer to that residential community located on the Property in Palm Beach County, Florida, known as Egret Landing at Jupiter.

(L) DEVELOPMENT PLAN - the graphic representation of the proposed manner of development of the Property, which is attached hereto as Exhibit "B". Declarant retains the right to alter or modify the Development Plan, as it deems desirable, in its sole discretion.

M. DWELLING - any detached single-family dwelling constructed on a Lot.

N. IMPROVEMENTS - all structures of any kind, including, without limitation, any building, fence, wall, sign, pool, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device or object.

O. INSTITUTIONAL MORTGAGEE - a state or federal bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company, credit union, the United States Veterans' Administration, U.S. Federal Housing Administration, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any similar agency of the United States Government, MDL Portfolio Corp., a Delaware corporation, its successors and assigns and all subsequent successors and assigns ("MDL"), or Declarant, or a lender generally recognized in the community as an institutional lender, which holds a first mortgage of public record on any Lot or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors.

P. LOT - any tract of land located within the Development which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on any subdivision plat of the Property.

Q. MANAGEMENT AGREEMENT - a contract for management of the Development entered into between the Association and such other entity as is selected by the Association, in its sole discretion.

R. MEMBER - a member of the Association.

S. OWNER - the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding

however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding, deed or assignment in lieu of foreclosure.

T. PROPERTY - that real property legally described in Exhibit "A" to this Declaration, and such additional real property as may be subjected to the imposition of this Declaration from time to time.

U. STREET - any street or other thoroughfare which is constructed within the Property and is dedicated to the Association or any public entity whether that street or thoroughfare is dedicated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

V. WATER MANAGEMENT SYSTEM - those lakes, canals and other facilities located within the Development which are to be used for drainage of the Property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. Upon the recordation of this Declaration, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Declarant's Right to Add Additional Property. Declarant shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. The addition by Declarant shall require the consent or joinder of the Association, and any Owner or mortgagee of any of the Properties. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Common Expenses, and all other expenses described in this Declaration. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE III

EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.

Section 1. Formation. At or about the time of the recording of this Declaration, the Association has been formed, by the filing of the Articles of Incorporation for it in the office of the Secretary of State of the State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in the Declaration and in its Articles of Incorporation and Bylaws. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

Section 2. Membership. A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Lot in the Development by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No person or entity holding an interest of any type or nature, whatsoever, in a Lot only as the security for performance of an obligation shall be a Member of the Association. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

Section 3. Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association. The Articles of Incorporation and Bylaws may be amended in the manner set forth in those documents; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided, further, that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to effect an amendment contrary to these prohibitions shall be of no force or effect.

Section 4. Voting. The Association shall have one class of voting membership. Each Member, including Declarant, shall be entitled to one vote for each Lot owned by such Member, as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws of the Association. Should any Member own

more than one Lot, such Member shall be entitled to exercise or cast one vote for each Lot owned. When more than one person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Members shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member.

Section 5. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or in violation of any rules or regulations promulgated by the Association. While not in good standing the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

Section 6. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

Section 7. Termination of the Association. In the event Owners elect to terminate the Association for reasons other than the substantial destruction or condemnation of the Property, then 67% of Institutional Mortgagees of mortgaged Lots must consent. In the event of dissolution of the Association, for whatever reason other than merger, consolidation or termination as provided for herein, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Association Property, Association Lots, if any, and Common Property.

ARTICLE IV

ASSOCIATION PROPERTY AND COMMON PROPERTY

Section 1. Association Property and Common Property. The Association Property and Common Property are intended for the use and/or benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Association Property, Common Property and Association Lots, notwithstanding the manner in which fee simple title to the Association Property or Common Property may be held. In addition, the Association shall be responsible for the construction of certain Improvements upon Association Property and Common Property.

Section 2. Acquisition and Sale of Property. The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interest, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Association Property unless it is a Lot, in which case it shall be an Association Lot.

Section 3. Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property (except as otherwise set forth herein), Association Lots and the Common Property and all other property, facilities, Improvements or equipment, whether owned by the Association or not, which the Board of Directors shall determine would properly serve and benefit the Members of the Association. In addition, the Association shall maintain any property for which any plat imposes a maintenance obligation on the Association for such property, including water management tracts.

Section 4. Association Lots. The Association is the Owner of the Lots described on Exhibit "C" attached hereto. The Association may sell a Lot or Lots to third party purchasers for profit at fair market value. (The Board of Directors, on behalf of the Association, shall contract with a realty brokerage company as its exclusive broker to assist in the marketing and the sale of the Association Lots.) (In the event the contract is terminated for any reason, the Board of Directors, on behalf of the Association, may enter into an exclusive brokerage agreement with another realty brokerage company.) The funds obtained from the sale of the Association Lots ("Lot Sale Funds") shall be kept in a separate Association account for the purpose of providing capital improvements to Association Property and/or Common Property as

described below, or for the purpose of paying soft costs or start-up costs related to the Common Property Improvements. In the event funds remain in the account after the construction of the Common Property Improvements (as hereinafter defined) has been completed or terminated, or after all soft costs and start-up costs have been paid, then the Board of Directors may authorize the disbursement of the funds to the regular Association account. The Board of Directors, on behalf of the Association, shall have the full right and authority to enter into contracts to sell the Association Lots and to execute all necessary documents to facilitate the sale transactions, including, but not limited to the execution of contracts, deeds, bills of sale, affidavits, and such other documents related to the sale of real property.

Section 5. Common Property Improvements. The Association shall have the power and authority to construct, or cause to be constructed, certain improvements upon the Association Property and/or Common Property. Such improvements shall hereinafter be referred to as the Common Property Improvements. The Common Property Improvements may include the following: entry feature and gate house, tennis courts, basketball court, landscaping, road signs, playground, clubhouse and swimming pool. Although the Association may construct the Common Property Improvements, it is under no obligation to do so. There is no time frame or time limitation for the completion of the Common Property Improvements. The Board of Directors of the Association shall have the authority to proceed with the development and construction of the Common Property Improvements, to decide what Common Property Improvements to construct, and to negotiate and enter into contracts for such development and construction. The development and construction of the Common Property Improvements listed above shall be funded by the Lot Sale Funds, which shall be used for this purpose at the discretion of the Board of Directors. In the event the Common Property Improvements listed above are developed or constructed and Lot Sale Funds are not available to pay for such development and construction, then the Board of Directors may provide for a special assessment to be levied against each Member at a uniform amount for each Lot (the "Common Property Improvement Special Assessment"). In this instance, the Common Property Improvement Special Assessment shall require the approval only of 75% of the members of the Board of Directors, and shall not require the approval of the Members. In the event Common Property Improvements other than as specifically listed above are developed or constructed and Lot Sale Funds are not available to pay for such development and construction, then the Board of Directors may provide for a special assessment to be levied against each Member at a uniform amount for each Lot, but such special assessment must be approved by 75% of the Membership vote. Each Common Property Improvement must be approved by the A.R.B. prior to commencement of construction. The maintenance of the Common Property Improvements shall be paid and provided for by the Association.

Section 6. Association's Power to Mortgage Property. The Association shall have the power to borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage or pledge upon the approval of 65% of the vote of the Association membership.

Section 7. Management Agent. Declarant, its affiliates, subsidiaries, successors and/or assigns, may be the management agent for the Association and may hire such employees, including, but not limited to, attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the Property to the extent described in this Declaration.

Section 8. Rules and Regulations Governing Use of Association Property and Common Property. The Association, through its Board of Directors, shall regulate the use of the Association Property and Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use of Association Property and Common Property, as the Association may deem to be in the best interests of its Members. A copy of all such rules and regulations and all amendments to them, if any, shall be made available to all Members. Such rules and regulations may be enforced by legal or equitable action.

Section 9. Enforcement of Rules, Regulations and Restrictions. The Association through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration and any rules or regulation, promulgated under it, in any manner provided by law and/or equity, including the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or the rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an individual Assessment due to the Association, and upon failure to pay such fine within a period prescribed by the Association shall become a charge and continuing lien upon the Lot of the Owner so fined.

Section 10. Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property and Association Property as tenants-in-common and shall collectively provide for the continued maintenance and upkeep thereof. In no instance shall any public entity be obligated to accept any dedication offered to it by the Members or the Association pursuant to this Section, but such public entity may accept such dedication and any such acceptance must be made by formal resolution. Furthermore, in the event of permanent dissolution of the Association, any Owner may petition a Court of competent jurisdiction to appoint a receiver to manage the Development and

such receiver shall have all of the powers of the Association under this Declaration.

Section 11. Water Management Systems. THE WATER MANAGEMENT TRACTS ARE COMPOSED OF LAKES, CANALS AND OTHER FACILITIES LOCATED WITHIN THE DEVELOPMENT WHICH ARE TO BE USED FOR DRAINAGE OF THE PROPERTY AND ARE NOT AN AESTHETIC OR RECREATIONAL AMENITY. THE WATER LEVELS OF THE WATER MANAGEMENT TRACTS MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES DUE TO THE PUMPAGE OF WATER WELLS WITHIN AND NEARBY THE PROPERTY, AMONG OTHER REASONS.

Section 12. Street Lighting. The Association shall be entitled to all rebates or refunds of the installation charges related to street lights.

Section 13. Gate House. There may be a gate house located at the front entrance of Egret Landing at Jupiter. If constructed, the Association shall maintain the gate house. In addition, payment for the personnel hired to staff the gate house, if any, shall be an expense of the Association. The gate house may or may not be staffed with personnel.

Section 14. Traffic Regulations. To the extent permitted by the public authorities, the Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout the Development, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of the Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Board of Directors, prior to the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

ARTICLE V

ASSESSMENTS

Section 1. Authority. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as set forth in this Declaration.

Section 2. Creation of Lien and Personal Obligation for General Assessments. The Declarant, for each Lot owned by it

within the Property, hereby covenants, and, with the exception of Association Lots, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, all Assessments as provided herein, such assessments to be fixed, established and collected from time to time as provided herein. The Assessments, whether General, Special, Emergency, Individual or Common Property Improvement Special, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. General Assessments for the expenses of the maintenance and management of the Association, the Association Property, Association Lots and the Common Property, and for the purpose of promoting the safety and welfare of the Owners ("General Assessments") shall be determined annually. Maintenance and management expenses referred to may include, but are not limited to, the cost and expense of operation, maintenance and management of the Association, the Association Property, Association Lots and the Common Property; operation and maintenance of the Water Management System; payment of indebtedness of the Association; property taxes and assessments against the Association Property and the Common Property; legal and accounting fees; insurance; landscaping and maintenance of the Streets; management fees; security and cable television costs; normal repairs and replacements; charges for utilities consumed upon the Association Property and Common Property; cleaning services; working capital; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; fees for services rendered by members of the A.R.B., or officers or directors of the Association; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation, security and enforcement.

Section 3. Basis and Collection of General Assessments. The Association shall annually estimate the expenses it expects to incur and the period of time involved in the estimate, and may assess its Members sufficient monies to meet this estimate. Should the Association at any time determine that the General Assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectable in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A General Assessment shall be considered delinquent if not paid by the due date.

The Association shall annually estimate the expenses it expects to incur and the period of time involved in the estimate,

and may assess its Members sufficient monies to meet this estimate. General Assessments will not be assessed on an equal basis. For Assessment purposes, the Development shall have two classes of Lots as follows:

A. "Class A" Lots shall be all those Lots for which infrastructure is not complete;

B. "Class B" Lots shall be all those Lots for which infrastructure is complete.

Common Expenses for administration and capital improvements shall be assessed equally against all Lots. Common Expenses related to maintenance or repair of Common Areas, Association Property or Association Lots shall be assessed only against Class B Lots on an equal basis.

Section 4. Special Assessments. In addition to the Common Property Improvement Special Assessment provided for in Article IV, Section 5, the Association may levy a special Assessment ("Special Assessment") against each Lot for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the A.R.B. of the Association. All Special Assessments shall be at a uniform amount for each Lot, regardless of the rate category or whether a particular Special Assessment affects all Owners, or a particular Owner. A Special Assessment shall be collectable in such manner as the Board of Directors shall determine. The amount of each Special Assessment shall require the approval, in person or by proxy, of no less than 65% of the vote of Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists, or by written agreement, as may be provided in the Bylaws of the Association.

Section 5. Emergency Special Assessments. The Board of Directors may levy an emergency Special Assessment (an "Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Each Emergency Special Assessment may be utilized to pay for preventive, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying an Emergency Special Assessment include, but are not limited to, hurricanes, floods and fires. An Emergency Special Assessment also may be levied for roof, plumbing, structural repairs, and repairs of Streets and Water Management Tracts. Each Emergency Special Assessment shall be collectable in such manner as the Board of Directors shall determine.

Section 6. Individual Assessments. The Association may levy and collect an individual Assessment against a particular Lot (an "Individual Assessment") for the cost of maintenance, repairs, replacements within or without the Lot, which the Owner of the Lot has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use or value of the Property, or improvements approved by the A.R.B. which have not been completed after work has commenced within the time specified within the approval by A.R.B. In addition, after a Certificate of Occupancy has been issued for a Dwelling, the Association may make Individual Assessments in connection with the provision of cable television and related services. The Association has a right of entry onto each Lot to perform necessary maintenance, repairs, replacements or improvements, including the right to abate or eliminate any nuisance. Each Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All Individual Assessments shall be collectable in such manner as the Association shall determine.

Section 7. Collection of Assessment; Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall, except as otherwise provided herein with respect to any Institutional Mortgagee, bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law, except as otherwise provided herein with respect to any Institutional Mortgagee, shall

be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a Claim of Lien against the Lot on which the Assessment and late fees are unpaid, or may foreclose the lien against the Lot on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the Claim of Lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

Section 8. Association Lots. Association Lots are exempt from all Assessments.

Section 9. Dishonored Checks. If a check given to the Association for payment of an Assessment is dishonored, for any reason whatsoever, the Association shall have the right to charge an administrative fee in an amount to be set by the Board of Directors, or such other reasonable amount as may be determined by the Board of Directors in its discretion, from time to time. This fee shall be deemed to be a part of the Assessment, shall be secured by the Assessment lien against the affected Lot, and may be enforced in the same manner as any other Assessment, as provided above.

Section 10. Certificate of Assessments. The Association shall prepare a roster of the Lots and Assessments applicable to them, which shall be kept in the office of the Association or in such other place as is determined by the Board of Directors, and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Assessments of such requesting Owner have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely on the signed Certificate, the Certificate shall be presumptive evidence of

payment or partial payment of any Assessment stated in the Certificate as having been paid or partially paid. The Association may charge an administration fee in an amount of to be set by the Board of Directors with respect to issuing the Certificate, which amount may be adjusted by the Board of Directors.

Section 11. Subordination of the Lien to First Mortgages.

With the exception of MDL, the lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorneys's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Mortgagee upon any Lot subsequent to the date of recordation of any first mortgage of an Institutional Mortgagee upon any Lot. The lien of any and all Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorneys's fees) provided for herein, shall be subordinate to the lien of MDL upon any Lot whether or not subsequent to the date of recordation of any such first mortgage in favor of MDL. In addition, the lien for Assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Declarant upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non-judicial foreclosure of a first mortgage or in connection with any deed, assignment or other transfer in lieu of foreclosure of such first mortgage, shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. Where the Institutional Mortgagee of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 12. Reserves. The budget shall reflect reserve funds for deferred maintenance and capital expenditures.

Section 13. Trust Funds. The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interest may appear.

Section 14. Capital Contribution. There shall be a capital contribution for the operation of the Association, which shall be paid to the Association from each purchaser of a Lot in the amount of \$500.00. Each Lot's capital contribution is due at the time a Certificate of Occupancy is issued or upon closing of the initial sale of a Lot which is improved with a Dwelling. Amounts paid are not to be considered as advance payment of Assessments. Notwithstanding the foregoing, the Board of Directors, shall have the right to use the capital contributions to pay for ordinary

expenses of the Association or, may be used to fund the construction of Common Property Improvements. The effect of nonpayment of a capital contribution is identical to nonpayment of Assessments, which is described in Section 7 of this Article.

ARTICLE VI

MAINTENANCE OF PROPERTY

Section 1. Association Responsibilities. The Association shall be responsible for maintenance of the Association Property and the Common Property as more fully described in Article IV, Section 3 of this Declaration.

Section 2. Lot Owner Responsibilities. The Owner of each Lot shall be responsible for maintenance of the Lot and the Improvements constructed upon such Lot, as well as any real property adjacent to his Lot as follows: (i) right-of-way, from the edge of the right-of-way travel surface to the Lot; and (ii) water management tracts, from the water's edge to his Lot. All repairs and replacements made by an Owner shall be subject to the approval of the A.R.B.

The expense of any maintenance, repair or construction of any portion of the Association Property, the Common Property or Association Lots, or of any of the Improvements necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense.

ARTICLE VII

EASEMENTS, ASSOCIATION PROPERTY, COMMON PROPERTY AND RIGHT OF ENTRY

Section 1. Owners' Easement of Enjoyment. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Property, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Property not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purposes stated and in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.

B. The right of the Association to suspend the voting rights and right to use the Common Property and facilities by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Property and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Extent of Owners' Easement. The rights and easements of enjoyment created by this Declaration shall be subject to the following:

A. The right of the Association, to borrow money for the purpose of maintaining or improving the Association Property and Common Property, and in connection with such borrowing, to mortgage the Association Property, the Common Property and Association Lots.

B. The right of the Association to take such steps as are reasonably necessary to protect the Association Property, Common Property, and Association Lots against foreclosure.

C. The right of the Association to suspend the easements and rights of enjoyment of any Owner for any period during which, any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration or any of the rules and regulations of the Association.

D. The right of the Association to properly maintain the Association Property, the Common Property, and Association Lots.

E. The right of the Association to dedicate or transfer all or any part of the Association Property and/or the Common Property to any public agency, authority, county or municipality, utility, water management or water control district, or other entity or person.

F. Restrictions contained on any plat or in a separate filing with respect to all or any portion of the Property.

G. All of the provisions of this Declaration, and the Articles of Incorporation, Bylaws, and rules and regulations of the Association and all Exhibits to each of them, as each may be amended from time to time.

Section 4. Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

A. Utility Easements. Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plat of the Property. Within these easement areas, no structure, planting or other material (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by the Declarant or approved by the A.R.B. The Association (or such other entity as is indicated on the plat) is hereby granted access to all easements within which such underground facilities are located for the purpose of operating, maintaining and replacing them.

B. Drainage Easements. Easements for the installation and maintenance of drainage facilities are granted to the Association, and/or other entities as shown on the recorded subdivision plat of the Property. Within these easement areas, no structure, planting or other material (other than sod) which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Declarant or approved by the A.R.B. The Association (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operating and maintaining them. The Declarant and/or Association has the right to contract for or arrange for the maintenance of the Water Management System with an established water management, or water control district, or with any other party.

C. Association Easements. The Association Property, Association Lots and the Common Property is declared to be subject to a perpetual non-exclusive easement in favor of the Association, its employees and agents and of any management entity with which

the Association has contracted, in order that such employees, agents and management entity may carry out their duties.

D. Institutional Mortgagee Easements. An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the Property subject to its mortgage.

✓ (E) Declarant Easements. Easements are hereby reserved throughout the Property by Declarant, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sales of the Property. Declarant retains the right to maintain an office or offices on the Property, in a location to be selected by Declarant, until such time as ninety-five percent (95%) of the Lots within the Property have been improved with Dwellings. Declarant also may construct and maintain a sales office or offices, and may post and display a sign or signs on any Lots owned or offered for sale by Declarant, or on the Association Property or the Common Property until such time as ninety-five percent (95%) of the Lots within the Property have been improved with Dwellings.

F. Easements for Encroachment on Zero Lot Line, Patio Home, or Condominium. There shall be reciprocal appurtenant easements of encroachment as between each zero lot line, townhome, patio home or condominium type residences and such portion of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each such Lot and the adjacent portion of the Common Property or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

G. Construction Easement. Each Lot and the Common Property is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to construct improvements, and to maintain, repair and restore any improvements located on the dominant tenement, provided, however that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall

not place any improvements, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Association notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area. In the event an Owner fails to move such improvement, material or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Owner as an assessment.

H. Public Service Easements. Fire, police, health, U.S. Mail, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Property and Association Property.

Section 5. Emergency Right of Entry. In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the management agent under a Management Agreement, shall have the right, but not the obligation to enter such Lot for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

Section 6. Additional Easements. The Association shall have the right to grant such additional easements, including, without limitation, exclusive easements to private cable television service companies, electric, telephone, gas, sprinkler or irrigation, or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

Section 7. Restriction on Owner Easements. No Owner, other than Declarant, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE VIII

ARCHITECTURAL CONTROLS

It is the intent of this Declaration to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and

harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements for Lots. The A.R.B. shall consist of at least three (3) members. Each member shall be either a member of the Association or an agent or employee of the Association, and shall be appointed by the Board of Directors for a two-year term. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures and powers of the A.R.B. shall be as set forth below.

A. No Improvements may be constructed, erected, removed, planted or maintained, nor may any addition to or any change, replacement or alteration of any Improvements be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of all of them, including a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation established by the applicable governmental entity, shall have been submitted to and approved in writing by the A.R.B. A part of the application process, at least two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. The A.R.B. may, from time to time, delegate to a member or members of the A.R.B., the responsibility for issuing such Certificate of Completion. The A.R.B. shall have the authority to establish the application and approval process and procedure.

B. In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

C. The A.R.B. has the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B.'s criteria shall include, but not be limited to, the suitability of the proposed Improvements and materials of which they are to be built, the site upon which such Improvements are proposed to be erected, their harmony with the surrounding area and their effect on adjacent or neighboring property.

D. Except as otherwise provided below, with respect to the construction of Dwellings, or as specifically accepted by the A.R.B., construction of all Improvements for which the approval of

the A.R.B. is required under this Declaration shall be completed within the time period specified by the A.R.B.

E. The A.R.B. shall, in all cases, have the right to determine and designate building setback lines necessary to conform to the general plan of the Development, and in order to preserve the integrity of the Development. In this respect, the A.R.B.'s judgment and determination shall be final and binding.

F. Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within the 30 days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained within this Declaration, or which violates any zoning or building ordinance or regulation.

G. There is specifically reserved unto the A.R.B. and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determining whether any construction or any Improvement violates the terms of any approval by the A.R.B., the terms of this Declaration or any amendments to this Declaration, or the terms of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the advance written approval of the A.R.B. or not completed after work has commenced within the earlier of a reasonable time or the time specified within the approval by the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed, reconstructed or constructed to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or reconstruction, including all costs and attorneys' fees incurred by the Association, which costs and attorneys' fees may be collected as an Individual Assessment. The A.R.B. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to remove any unapproved Improvement or otherwise enforce the provisions of this Declaration, the Association shall bear the costs of such litigation and shall be entitled to recovery of such costs, including, but not limited to, court costs, expenses and attorneys' fees of the A.R.B.; provided, however, that nothing

provided herein shall be deemed to negate the Association's right to counsel and an award on account of the attorneys' fees and costs incurred by the Association, if the Association is the prevailing party in any administrative or judicial proceeding. If any Owner fails to comply with the provisions contained in this Declaration or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all its other remedies, record against the Lot of such Owner a Certificate of Disapproval stating that the Improvements on the Lot fail to meet the various requirements of the A.R.B.

H. The A.R.B. is empowered to publish or modify, from time to time, design and development standards for the Development, including, but not limited to the following:

- (1) Roof.
- (2) Fences, walls and similar structure.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Signs and graphics, mail boxes, address numbers and exterior lighting.
- (6) Building setbacks, side yards and related height, bulk and design criteria. These standards may be published in the form of a Design Review Manual or such other manner as the A.R.B. deems appropriate.

I. The A.R.B. may grant variances from the requirements contained in this Declaration, or as elsewhere promulgated by the A.R.B., and from the restrictions and requirements set forth in this Declaration on a case by case basis. The granting of such variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth in this Declaration on any other occasion.

J. The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fee, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses required to be paid for the A.R.B. shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove.

K. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Development or any other party whatsoever, due to any mistake in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Lot within the Development agrees, as do their successors and assigns by acquiring title to the Lot or an interest in it or by assuming

possession of it, that they shall not bring any action or suit against the Declarant, the director or officers of the Association, the members of the A.R.B. or their respective agents, in order to recover any damage caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature arising out of or relating to the acts of the A.R.B. or its members. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant to those plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency of them and for the quality of construction performed pursuant them.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used only as detached single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot, and no business may be conducted on any part of any Lot, except that the temporary use of Dwellings for model homes, "spec homes" and construction and sales offices (temporary or permanent) to be used in the ordinary course of business until such time as ninety-five percent (95%) of the Lots within the Property have been improved with Dwellings, may be approved by the A.R.B. and by separate written agreement of the Declarant.

Section 2. Leasing. Any lease or rental agreement must be in writing and must be subject to the terms and provisions of this Declaration and the Rules and Regulations of the Association. No Dwelling may be leased or rented for less than seven (7) days.

Section 3. Pets. Owners may keep only companion pets such as domesticated birds, cats, fish, dogs and other small mammals. No Owner may keep exotic cats, non-human primates, horses or other farm livestock on the Property. Each Owner must carry the pet or keep the pet on a leash when on Association Property or Common Property or any Lot not owned by such Owner. It shall be the Owners' obligation to dispose of waste material from pets. The Board of Directors of the Association shall have the right to order the removal from the Property of any pet which in the Board's sole discretion, is considered a nuisance, and such removal shall be done without compensation to the Owner. The Board shall give written notice to an Owner of its decision to cause the removal of the Owner's pet, and the pet shall immediately thereafter be permanently removed from the Property. A pet not on a leash shall

be deemed a nuisance. Failure of an Owner to prevent a pet from excreting anywhere but on the Owner's Lot shall be deemed a nuisance. Failure to dispose of the excrement of a pet shall be deemed a nuisance.

Section 4. Boats. No one other than the Association shall be permitted to install docks or similar structures or to keep or moor boats on the lake. In no event shall boats be permitted to remain on the lawn of any Lot or on Association or Common Property. No motorized boats shall be permitted on the lake located on the Property.

Section 5. Recreational and Commercial Vehicles. Except within an enclosed garage, no boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot. Notwithstanding the foregoing, service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. No vehicle of any kind shall be parked overnight on any Street.

Section 6. Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part of it. This restriction shall not apply to temporary structures used by Declarant, its successors or assigns, for development, construction or sale of the Property. This restriction may also be waived by Declarant with respect to construction by builders, pursuant to separate written agreements.

Section 7. Insurance. No Owner shall permit or suffer anything to be done or kept on his Lot, or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

Section 8. Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. No Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which interrupts the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on his Lot.

Section 9. Outside Displays. With respect to zero lot line, townhome, patio home or condominium type residences, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his

Lot, nor shall he place any furniture, furnishings or equipment outside the Improvements on his Lot, except with the prior written consent of the Association. This provision shall not apply to the Declarant, nor shall it prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Lot. This provision shall not apply to detached single family center lot residences.

Section 10. Antennae. No radio, television or other electronic antennae or aerials may be erected or maintained anywhere on the Association Property or the Common Property (unless installed by the Declarant or the Association), or on any Lot or the exterior of any Dwelling, without the prior written approval of the Association. Wind-driven attic ventilators shall not be permitted on any Dwelling. Plumbing and heating vents protruding from roofs of Dwellings shall be painted so as to blend into the roofing color and shall be located, whenever possible, out of sight from the front elevation.

Section 11. Minimum Size of Dwelling. Dwelling shall have a minimum floor living area of 1,750 air conditioned square feet; provided, however, the A.R.B. shall have the right to require a greater minimum floor area if the A.R.B. disapproves the design of a residence or a lesser minimum floor area if a Lot configuration creates a hardship in meeting the 1,750 air conditioned square foot minimum. A two story Dwelling shall have a minimum floor living area of 2,000 square feet, with a minimum of 1,600 square feet on the first floor. This square footage is exclusive of garages, covered walks, open and/or screened porches or patios and pool areas. Square footage measurements shall be taken from outside exterior walls.

Section 12. Subdivision of Lots. No Lot shall be re-subdivided to form a Lot smaller than a platted Lot except by replat; provided, however, that a single Lot may be combined with another Lot to form a larger Lot, with the prior written approval of the A.R.B.

Section 13. Elevation and Grade of Lots. No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the Property beyond the Lot line, without the prior written consent of the A.R.B. No Lot abutting water shall be increased in size by filling in the water it abuts, without the prior written consent of the A.R.B.

Section 14. Residence Graphics. The size and design for all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be selected by the A.R.B. to ensure consistency and uniformity through the Development.

Section 15. Removal of Trees. In reviewing building plans, the A.R.B. shall take into account the existing landscaping such as

trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of 6 or more inches in diameter at 1 foot above natural grade shall be cut or removed without the prior approval of the A.R.B. When any such tree is removed, the A.R.B. may require the Owner to replace it with a similar tree acceptable to the A.R.B. on another portion of the Lot.

Section 16. Access to Lots. Whenever the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity such entrance shall not be deemed a trespass.

Section 17. Artificial Vegetation. No artificial grass, plant or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the A.R.B.

Section 18. Garages. No Dwelling shall be erected without providing an enclosed garage for the Dwelling.

Section 19. Driveways. All driveways and parking areas shall have paving constructed with materials approved by the A.R.B. Driveways shall blend into the Street pavement. No curbside parking areas may be created by extending any portions of Street pavements.

Section 20. Lawns, Landscaping and Irrigation. Lawns, landscaping and irrigation shall be installed and maintained pursuant to A.R.B. guidelines.

Section 21. Signs. Except in connection with development or sales of Lots by Declarant, its agents or assigns, no signs, advertisement or notices of any kind shall be displayed for public view on any Lot.

Section 22. Easements. With the exception only of Improvements installed by the Association, no Dwelling or other Improvement nor any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way, and easements and rights-of-way shall at all times be open and accessible to the persons entitled to use them. Notwithstanding the foregoing, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Lot to the front line of such Lot and in the rear of each Lot to the rear of such Lot.

Section 23. Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. The Board of Directors shall specify maintenance standards for all Lots not inconsistent with this Declaration. The Board of Directors is authorized and empowered, but not obligated to create

different categories of Lots having different maintenance standards depending on the status of the Lot without limiting the foregoing, examples of categories may include; (a) Lots for which no infrastructure Improvements exist; (b) Lots for which infrastructure Improvements exist; (c) Lots located in areas where infrastructure exists but are primarily without Dwellings; (d) Lots located in areas for which infrastructure improvements exist and are primarily improved with Dwellings. Existing landscaping shall be kept neatly trimmed. In the event an Owner fails to maintain his Lot as aforesaid or in accordance with the standards set by the Board of Directors, the Association shall have the right, in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Development: provided, however, that at least 10 days advance written notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. If, after such notice, the Association causes the subject work to be done, then the cost of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida or, if there is no maximum, at the rate of 18% per year, shall be charged to the Owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedure set forth in Article V, Section 7 of this Declaration.

Section 24. Refuse Containers and Storage Tanks. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed underground or in a walled-in area, so they are not visible from the Streets or from adjoining Lots. All oil and gas tanks must be kept underground or placed in a walled-in area so they shall not be visible from the Streets or from adjoining Lots. Trash, refuse or waste materials shall not be burned on any Lot.

Section 25. Walls and Hedges. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. All must be approved by A.R.B.

Section 26. Storage Facilities, Tool Sheds, Garden Houses and Garages. All storage facilities, tool sheds, garden houses, and other similar Improvements shall be approved by the A.R.B.

Section 27. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the A.R.B. which include, but are not limited to, the following:

A. Composition shall be of material thoroughly tested and accepted by the industry for such construction.

B. Swimming pools, pool decks and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks.

C. Swimming pools shall be constructed below ground.

D. Lighting for pool, landscape, recreation and security purposes shall be designed so as to not be an annoyance to the surrounding residences. Time clock controls may be used. All lighting plans must be submitted to and approved by the A.R.B.

Section 28. Roofs. Roofs shall be pursuant to A.R.B. guidelines.

Section 29. Utilities. The central water and sewer system servicing the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and his sewer line to the sewage collection line serving his Lot and shall pay all costs of connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. Subject to Article IX, Section 19 no individual water supply system shall be permitted except for irrigation purposes. Except if permitted by the A.R.B. for irrigation purposes, no water shall, be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any Lot.

Section 30. Rules and Regulations. No person shall use the Common Property or the Association Property, or any Lot, in any manner contrary to, or not in accordance with, the rules and regulations (including traffic regulations) which may be promulgated by the Association from time to time.

Section 31. Indemnification. Any loss or damage incurred by the Association in connection with any breach of any restriction in this Declaration shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectable and enforceable Assessments.

Section 32. Enforcement of Restrictions. The Association, through its Board of Directors, officers and the A.R.B., shall have the authority to enforce those restrictions imposed under this Declaration, and failure to do so shall not be deemed a waiver of the right of enforcement.

ARTICLE X

INDEMNIFICATION OF OFFICERS, DIRECTORS
AND MEMBERS OF THE A.R.B.

Every officer of the Association, director of the Association and member of the A.R.B. and all other committees and boards authorized by the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not he is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

ARTICLE XI

INSURANCE

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Property. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

Section 1. Authority to Purchase: Named Insured. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association. The Board of Directors shall use its discretion in obtaining the insurance coverage listed hereinafter, as some of the requirements may be or may become unobtainable, or may be cost prohibitive.

Section 2. Coverage.

A. Fidelity Bonds. Blanket fidelity bonds must be maintained for anyone who either handles or is responsible for funds that the Association holds or administers. Cancellation or substantial modification of the bonds must be noticed to the Association members and FNMA servicers prior to change.

B. Hazard Insurance. All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(1) Company Rating. The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(2) Deductible. Unless a higher maximum amount is required by state law, the maximum deductible amount is the lesser of \$10,000 or 1% of the hazard insurance policy face amount. However, for losses related to a Lot/Dwelling owned by the Association which is covered by a blanket policy, if any, the deductible related to the individual Lot/Dwelling should be the lesser of \$1,000 or 1% of the Lot's replacement cost.

(3) Endorsements. If available and/or applicable, an Inflation Guard Endorsement, a Construction Code Endorsement, and a Machinery Coverage Endorsement are required.

C. Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area which is designated as A, AE, AH, AO, A1-30, A-99, V, VE OR V1-30 on a Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program. Unless a higher deductible amount is required by state law, the maximum deductible amount for policies covering the Association Property and Common Property is the lesser of \$5,000 or 1% of the policy's face amount.

D. Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

E. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

F. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

G. Other Insurance. The Board of Directors or the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

H. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of General Assessments.

Section 4. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the Board of Directors of the Association that it shall not be reconstructed or repaired.

B. Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed, razed, replaced or repaired.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the A.R.B.

Section 3. Estimates of Cost. Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.

Section 4. Special Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

Section 5. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction, replacement and repair for which the funds are established, such balance shall at the discretion of the Board of Directors be distributed equally to the Members or applied as an offset to future Assessments.

Section 6. Equitable Relief. In the event of major damage to or destruction of part of the Common Property or the Association Property and in the event the property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the right to file a petition in the appropriate court having jurisdiction in and for Palm Beach County, Florida, for equitable relief.

ARTICLE XIII

CENTRAL CABLE TELECOMMUNICATIONS AND
ELECTRONIC MONITORING SYSTEMS

Section 1. Ownership and Use. The Association reserves and retains to itself, its successors and assigns:

A. The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which the Association installs or causes to be installed within the Development, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

B. A perpetual easement for ingress and egress from the Association to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect the central telecommunications and electronic monitoring system to such receiving sources as the Association may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the cable TV, security and/or electronic monitoring service in Palm Beach County, Florida, for which service the Association, its successors and assigns shall have the right to charge every Owner a reasonable fee, not to exceed the maximum allowable charge for such services as from time to time may be defined by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (c) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by any cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and

D. The right to empower a licensee or franchisee to provide exclusive cable telecommunication, security and/or electronic monitoring services within the Development, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Association may, in its sole discretion, deem appropriate. A specified monthly charge shall be assessed to each Lot for the fees charged to the Association pursuant to any such exclusive agreement, whether or not any Owner elects to use such services. Subsequent to turnover, the Association shall assume all obligations under such exclusive agreements for cable TV and/or electronic monitoring services, and all payments from such date forward shall belong to the Association. The Association recognizes that such agreements benefit the Development and the Owners and that beneficial terms and conditions were obtained through the execution of such agreement, and that notwithstanding

any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

Section 2. Security Services. The Association, their successors or assigns or licensees or franchisees, and the cable TV or security system operator may enter into contracts for the provision of cable TV and security systems through the central cable telecommunication systems or through other providers of cable TV or security systems. DECLARANT OR THE ASSOCIATION AND THEIR LICENSEES AND FRANCHISEES, AND THE CABLE TV AND/OR SECURITY SYSTEMS OPERATORS OR PROVIDERS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV AND ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ANY ASSIGNEE OF A LICENSEE OR FRANCHISEE OR THE ASSOCIATION AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems or any combination thereof agrees that Declarant, the Association or any successor, assignee, licensee or franchisee of Declarant or the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of electronic monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system; (b) any defective or damaged equipment, device, line or circuit; (c) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the electronic monitoring service provider. EVERY OWNER OR OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL SYSTEM FURTHER AGREES FOR HIMSELF, HIS GUESTS, INVITEES AND LICENSEES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM DEFECTIVE PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE DECLARANT, THE ASSOCIATION, ANY LICENSEE OR FRANCHISEE OF DECLARANT, ANY INDEPENDENT SERVICE PROVIDER, OR THE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00, WHICH

any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

Section 2. Security Services. The Association, their successors or assigns or licensees or franchisees, and the cable TV or security system operator may enter into contracts for the provision of cable TV and security systems through the central cable telecommunication systems or through other providers of cable TV or security systems. DECLARANT OR THE ASSOCIATION AND THEIR LICENSEES AND FRANCHISEES, AND THE CABLE TV AND/OR SECURITY SYSTEMS OPERATORS OR PROVIDERS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV AND ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ANY ASSIGNEE OF A LICENSEE OR FRANCHISEE OR THE ASSOCIATION AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems or any combination thereof agrees that Declarant, the Association or any successor, assignee, licensee or franchisee of Declarant or the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of electronic monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system; (b) any defective or damaged equipment, device, line or circuit; (c) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the electronic monitoring service provider. EVERY OWNER OR OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL SYSTEM FURTHER AGREES FOR HIMSELF, HIS GUESTS, INVITEES AND LICENSEES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM DEFECTIVE PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE DECLARANT, THE ASSOCIATION, ANY LICENSEE OR FRANCHISEE OF DECLARANT, ANY INDEPENDENT SERVICE PROVIDER, OR THE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00, WHICH

LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE DECLARANT, THE ASSOCIATION OR ANY LICENSEE OR FRANCHISEE, SUCCESSOR OR ASSIGN OF THE DECLARANT, ASSOCIATION OR THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS. FURTHER, IN NO EVENT WILL DECLARANT, THE ASSOCIATION, THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

ARTICLE XIV

DECLARANT'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, ~~until~~ the Certificates of Occupancy for Dwellings on 95% of the Lots have been issued, neither the Owners, nor the Association, nor their use of the Common Property, shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots (with Owner's permission) and the Common Property as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, billboards, flags, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Declarant shall have the right to use unimproved Lots (with Owner's permission) for temporary parking for prospective purchasers and such other parties as Declarant determines. Each Lot and the Common Property is hereby subjected to an easement for the purposes set forth herein.

Section 2. Rezoning and Replatting. It may be necessary for the Declarant to replat and/or rezone a portion or portions of the Property. The Declarant shall have the right to rezone and replat those portions of the Property that it owns and only with requiring the joinder and consent of any Owner or mortgagee holding a mortgage on any Lot subject to the rezoning or replat.

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Declarant, and such deposit shall be refunded at some time in the future, then the Association shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Declarant be refunded by a utility company or governmental authority at some time in the future, then the Association shall be entitled to receipt of the refunded funds.

Section 4. Assignment of Declarant Rights. The Declarant shall have the right to assign to any other person or entity any or all of the Declarant's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Property. In the event of an assignment, the assignee shall not be liable for any action of a prior Owner. Acquisition, development or construction lenders acquiring title to the Property or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Declarant's rights. Such acquisition, development or construction lender shall have the right to assign the Declarant's rights to a subsequent purchaser, regardless of whether or not the Declarant's rights were assumed by the lender.

ARTICLE XV

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Properties.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an "eligible holder"), will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

B. any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 4. Applicability of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Mortgagee, with the exception of MDL, who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request. Any request for a response from a mortgagee shall be sent to the address provided by the Owner under Section XV, 3 hereof.

ARTICLE XVI

SOUTH INDIAN RIVER WATER CONTROL DISTRICT IMPROVEMENTS AND ASSESSMENTS

The Development lies within the South Indian River Water Control District (the "District"). In accordance with a plan of improvement adopted by the District, the District shall construct certain improvements in the Development, including but not limited to the surface water management system, the roadway system, electric and telephone utilities, water distribution lines and the wastewater collection system (collectively, the "District Improvements"). The District shall maintain only the surface water management system. The District shall issue bonds in the approximate amount of \$13,400,000.00 (the "District Bonds") to finance the cost related to the construction of the District Improvements, and the Property shall be encumbered with an indebtedness related to the District Bonds. The following District Bonds shall be issued: (i) "Section 15 District Bonds" shall be issued for District Improvements to be made on all of the Property; (ii) "Section 15a District Bonds" shall be issued for the District Improvements to be made on that portion of the Property described on Exhibit "D" attached hereto and referred to as the "Section 15a Property"; and (iii) "Section 15b District Bonds" shall be issued for the District Improvements to be made on that portion of the Property described on Exhibit "E" attached hereto and referred to

as the "Section 15b Property". The Owner of each Lot shall be obligated to pay debt service on the District Bonds which shall be assessed as part of each Lot's real estate tax bill. In addition, the District Bonds shall provide for a "Due on Sale Assessment" which provides that subsequent to the recordation of this Declaration and upon the first conveyance of a Lot to a bona fide purchaser for value, there shall be due and payable to the District a one time assessment not to exceed \$12,000.00 (the "Due on Sale Assessment"). Notwithstanding the foregoing, the Due on Sale Assessment shall not be due and payable (i) upon the transfer of a Lot by an Owner to an affiliated entity or related person as reasonably determined by the Association, or (ii) upon any transfer of a Lot located in the Section 15b Property prior to the issuance of the Section 15b District Bonds. The Due on Sale Assessment paid shall be credited towards each Lot's allocable share of debt service on Section 15a District Bonds or Section 15b District Bonds, as appropriate. This Article cannot be amended without the written consent of the District.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of 50 years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of 10 years unless an instrument signed by the then Owners of 75% of the Lots as have then been subjected to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction contained in this Declaration shall give the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, provided such proceeding results in finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Association in seeking such enforcement.

Section 2. Compliance with Applicable Laws. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida, Palm Beach County and the Town of Jupiter.

Section 3. Notices. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the Member as it appears on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Amendment.

A. This Declaration may be amended at any time and from time to time upon the recordation of an instrument approved by Owners of not less than 65% of the Lots. In addition, approval must be obtained from Institutional Mortgagees of at least 51% of the Lots that are subject to mortgages held by Institutional Mortgagees. A change to any of the following provisions shall be considered material:

- (1) voting rights;
- (2) assessments, assessment liens, or the priority of assessment liens;
- (3) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (4) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or

B. Any amendment to this Declaration which would affect the Water Management System, including the water management portions of the Association Property and the Common Property must have the prior approval of the South Indian River Water Control District or any successor agency having jurisdiction or other appropriate governmental authority.

C. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth in this Declaration.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Owners of sixty-five (65%) percent of the Lots. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c)

proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 7. Venue. The parties to this Declaration agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Palm Beach County, Florida.

[The remainder of this page is intentionally left blank.]

Section 8. Gas Agreement. The Association has or may enter into an agreement with Peoples Gas System, Inc. The Board of Directors is authorized to negotiate and amend the Gas Agreement as it deems necessary and advisable in its sole and absolute discretion. Peoples Gas System, Inc. may be due funds under the Gas Agreement in the event on or before January 2, 1997, (i) 109 residences (the "Threshold Amount") are not constructed in the Development, or (ii) less than the Threshold Amount of residences in the Development use gas for water heater, gas dryer, and range or have a minimum 250,000 BTU gas pool heater. In such event, Peoples Gas System, Inc. may collect from the Association an amount equal to \$327.92 per residence under the Threshold Amount. Such funds shall be collected by the Association through Assessments.

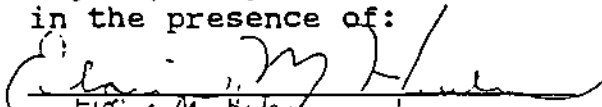
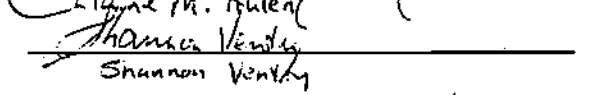
Section 9. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.


Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

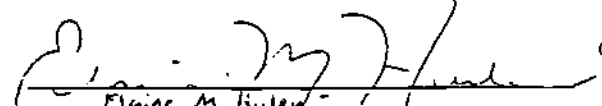
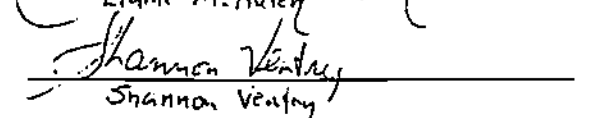
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as required by law on this 29th day of July, 1993.


Signed, sealed and delivered in the presence of:


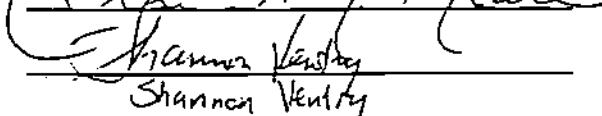
THE JUPITER LAND PARTNERSHIP, a Florida general partnership, as Trustee

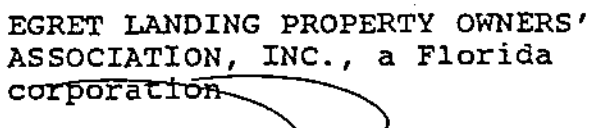

Elaine M. Hulen

Shannon Ventry

By: 
James E. Goldstein
Managing General Partner


Elaine M. Hulen

Shannon Ventry

By: 
Robert A. Berman
Managing General Partner


Elaine M. Hulen

Shannon Ventry

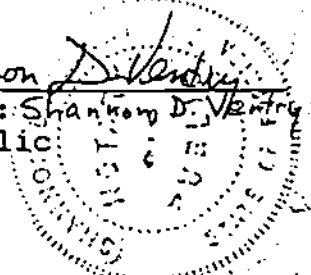
EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation
By: 
Robert A. Berman, President

[ACKNOWLEDGEMENTS ON NEXT PAGE]

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

The foregoing instrument was acknowledged before me this 29th day of July, 1993 by James E. Goldstein, as Managing General Partner of The Jupiter Land Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced a valid Florida driver's license as identification and did not take an oath.

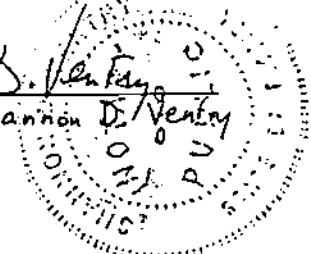
My Commission Expires:
Commission Number: CC127750
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: July 16, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Shannon D. Ventry
Print Name: Shannon D. Ventry
Notary Public


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

The foregoing instrument was acknowledged before me this 29th day of July, 1993 by Robert A. Berman, as Managing General Partner of The Jupiter Land Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced a valid Florida driver's license as identification and did not take an oath.

My Commission Expires:
Commission Number: CC127750
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: July 16, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Shannon D. Ventry
Print Name: Shannon D. Ventry
Notary Public


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

The foregoing instrument was acknowledged before me this 29th day of July, 1993 by Robert A. Berman, as President of Egret Landing Property Owners' Association, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced a valid Florida driver's license as identification and did not take an oath.

My Commission Expires:
Commission Number: CC127750
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: July 16, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

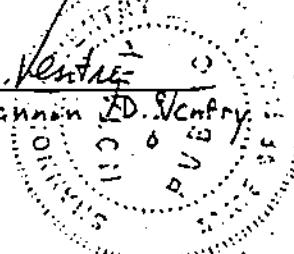
Shannon D. Ventry
Print Name: Shannon D. Ventry
Notary Public


EXHIBIT " A "

PAGE 1 OF 4

89-346
UNIT 15LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 86°52'12" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 100.00 FEET TO A POINT ON A LINE LYING 100.00 FEET WESTERLY OF (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION) AND PARALLEL WITH THE EAST LINE OF SAID SECTION 15, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 02°12'34" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2609.73 FEET TO A POINT ON A LINE LYING 40.00 FEET NORTHERLY OF (AS MEASURED ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15) AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 15; THENCE SOUTH 86°26'39" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1734.73 FEET TO A POINT ON THE WEST LINE OF THE EAST 135 FEET OF THE WEST 880 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 15 (SAID DISTANCE MEASURED ALONG A LINE PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4); THENCE SOUTH 02°00'07" WEST, ALONG SAID PARALLEL LINE; A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 15; THENCE SOUTH 86°26'39" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1789.23 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE I-95; THENCE NORTH 21°50'50" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2813.22 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE NORTH 86°52'12" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 4673.05 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 15.

BEGIN AT SAID POINT OF BEGINNING, PROCEED SOUTH 86°52'12" WEST, ALONG SAID NORTH LINE OF SECTION 15, A DISTANCE OF 160.26 FEET; THENCE SOUTH 55°41'48" EAST LEAVING SAID NORTH LINE OF SECTION 15, A DISTANCE OF 54.29 FEET TO A POINT 33 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 15; THENCE NORTH 86°52'12" EAST PARALLEL WITH SAID NORTH LINE OF SECTION 15, A DISTANCE OF 114.07 FEET TO A POINT 100 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF SECTION 15; THENCE NORTH 02°12'34" EAST PARALLEL WITH SAID EAST LINE OF SECTION 15, A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 247.86 ACRES.

ALSO LESS AND EXCEPT THE FOLLOWING 10 PARCELS OF LAND: (CONTINUED)

89-346.15

05/27/93

EXHIBIT "A"

PAGE 2 OF 4

LESS AND EXCEPT THE FOLLOWING 10 PARCELS OF LAND:

1. The West 230 feet of the East 730 feet of the South 220 feet of the North 2083 feet of the Northwest 1/4 of said Section 15, said distances being measured along lines parallel to the North and East lines of said Northwest 1/4.

Subject to road easement for ingress and egress over the Easterly 30 feet thereof.

2. Parcel X-163 lying in Section 15, Township 41 South, Range 42 East, Palm Beach County, Florida, being the West 230.3 feet of the East 330.3 feet of the South 250 feet of the North 2333 feet of the Northeast 1/4 of said Section, said distance being measured along lines parallel to the North and East lines of said Section.

3. The West 200 feet of the East 870 feet of the South 250 feet of the North 1263 feet of the Northwest 1/4 of said Section 15 with said distances being as measured along lines parallel to the North and East lines of said Northwest 1/4 of said Section 15.

Subject to a road easement for ingress and egress over the Northerly 30 feet and a drainage easement over the Westerly 30 feet thereof;

Subject to and together with easements of record including road easement for ingress and egress over the Southerly 30 feet and Westerly 30 feet thereof;

4. Being the West 230 feet of the East 270 feet of the South 230 feet of the North 263 feet of the Northwest 1/4 of said Section 15, said distances being measured along lines parallel to the North and East line of said Northwest 1/4 of Section 15.

Subject to a road easement for ingress and egress over the Easterly 30 feet thereof.

EXHIBIT "A"

PAGE 3 OF 4

5. A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 15.

BEGIN AT SAID POINT OF BEGINNING, PROCEED SOUTH $86^{\circ}52'12''$ WEST, ALONG SAID NORTH LINE OF SECTION 15, A DISTANCE OF 160.26 FEET; THENCE SOUTH $55^{\circ}41'48''$ EAST LEAVING SAID NORTH LINE OF SECTION 15, A DISTANCE OF 54.29 FEET TO A POINT 33 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 15; THENCE NORTH $86^{\circ}52'12''$ EAST PARALLEL WITH SAID NORTH LINE OF SECTION 15, A DISTANCE OF 114.07 FEET TO A POINT 100 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF SECTION 15; THENCE NORTH $02^{\circ}12'34''$ EAST PARALLEL WITH SAID EAST LINE OF SECTION 15, A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING.

6. A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, BEING ALL OF PARCEL X-77, RECORDED IN OFFICIAL RECORD BOOK 2386, PAGE 1238, AND ADJOINING PROPERTIES ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL X-77 AND PROCEED SOUTH $02^{\circ}00'07''$ WEST ALONG THE EAST LINE OF SAID PARCEL X-77, A DISTANCE OF 109.94 FEET; THENCE SOUTH $54^{\circ}57'40''$ EAST ON A RADIAL BEARING LEAVING SAID EAST LINE, A DISTANCE OF 71.78 FEET TO THE POINT OF CURVATURE OF A NONTANGENT CURVE CONCAVE EASTERLY, HAVING A RADIAL BEARING OF SOUTH $54^{\circ}57'40''$ EAST AND A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}15'15''$ A DISTANCE OF 38.62 FEET, TO A POINT OF TANGENCY; THENCE SOUTH $09^{\circ}12'55''$ EAST, A DISTANCE OF 87.66 FEET; THENCE SOUTH $82^{\circ}32'45''$ WEST, A DISTANCE OF 206.76 FEET TO THE POINT OF CURVATURE OF A NONTANGENT CURVE CONCAVE WESTERLY HAVING A RADIAL BEARING OF NORTH $60^{\circ}41'53''$ WEST AND A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $52^{\circ}19'15''$, A DISTANCE OF 45.66 FEET TO A POINT ON A NONTANGENT LINE AND A POINT ON THE SOUTH LINE OF SAID PARCEL X-77; THENCE SOUTH $86^{\circ}52'12''$ WEST, ALONG SAID SOUTH LINE OF PARCEL X-77, A DISTANCE OF 94.04 FEET TO THE POINT OF CURVATURE OF A NONTANGENT CURVE CONCAVE EASTERLY, HAVING A RADIAL BEARING OF SOUTH $73^{\circ}14'28''$ EAST AND A

(CONTINUED)

EXHIBIT "A"

PAGE 4 OF 4

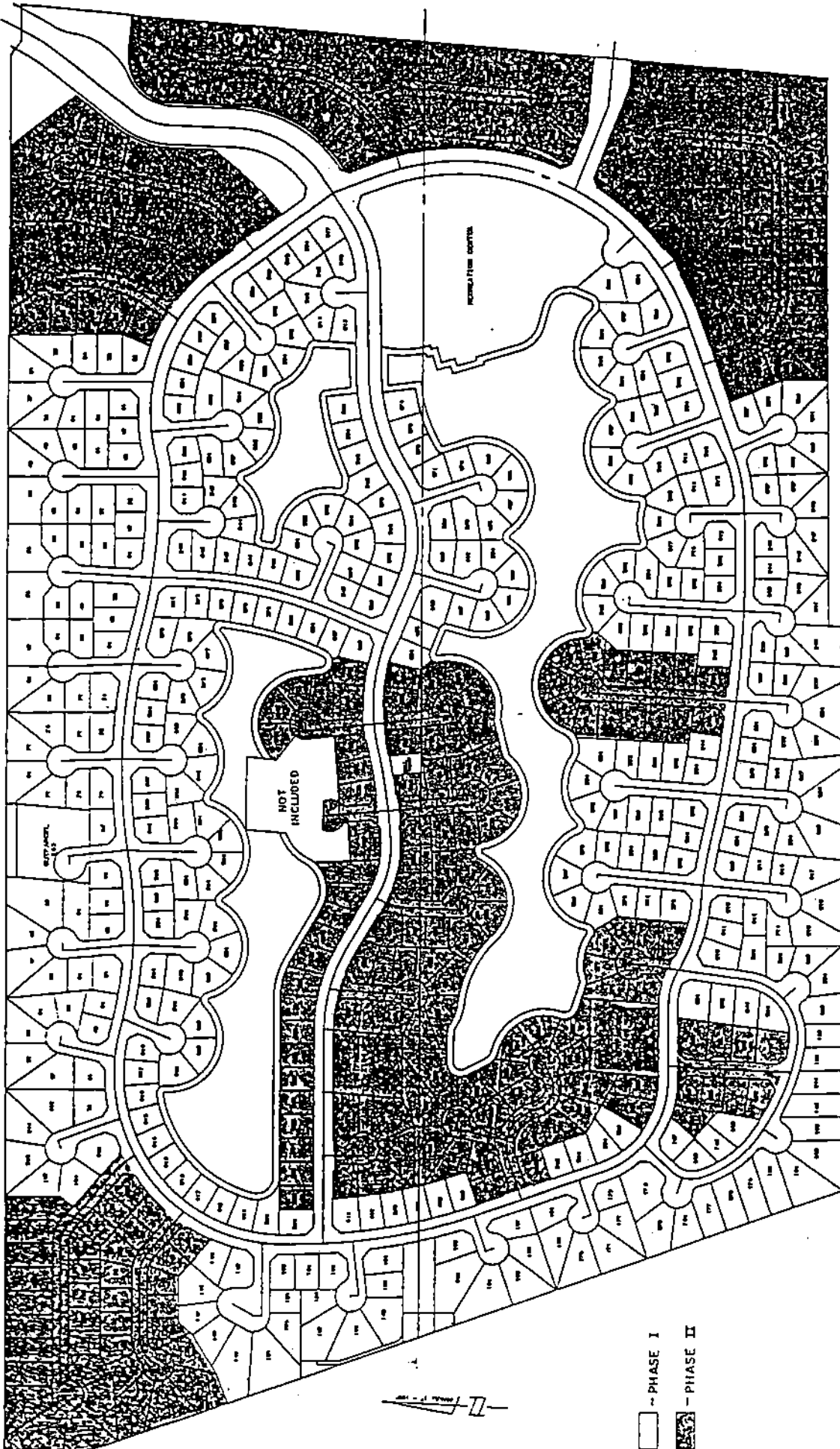
RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE LEAVING SAID SOUTH LINE OF PARCEL X-77 THROUGH A CENTRAL ANGLE OF $72^{\circ}22'38''$, A DISTANCE OF 63.16 FEET; TO A POINT ON A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ}11'23''$, A DISTANCE OF 21.03 FEET TO A POINT ON A NONTANGENT LINE; THENCE SOUTH $83^{\circ}17'21''$ WEST, A DISTANCE OF 122.58 FEET; THENCE NORTH $04^{\circ}58'24''$ WEST, A DISTANCE OF 116.64 FEET TO THE POINT OF CURVATURE OF A NONTANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIAL BEARING OF NORTH $50^{\circ}39'38''$ WEST AND A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}07'14''$, A DISTANCE OF 27.48 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ}59'08''$, A DISTANCE OF 120.39 FEET TO A POINT ON A NONTANGENT LINE AND A POINT ON THE WEST LINE OF SAID PARCEL X-77; THENCE NORTH $02^{\circ}00'07''$ EAST ALONG SAID WEST LINE OF PARCEL X-77, A DISTANCE OF 121.38 FEET TO THE NORTHWEST CORNER OF SAID PARCEL X-77; THENCE NORTH $86^{\circ}52'12''$ EAST ALONG THE NORTH LINE OF SAID PARCEL X-77, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING.

THE FOLLOWING 4 PROPERTIES ARE AS SHOWN ON THE PLAT OF EGRET LANDING AT JUPITER, A P.U.D, RECORDED IN PLAT BOOK 71, PAGES 33-48 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

7. WATER MANAGEMENT TRACTS A, B, C, D, E, F AND G.
8. STREETS AND ROADWAYS.
9. WELL TRACTS 1, 2, AND 3.
10. THE LIFT STATION TRACT.

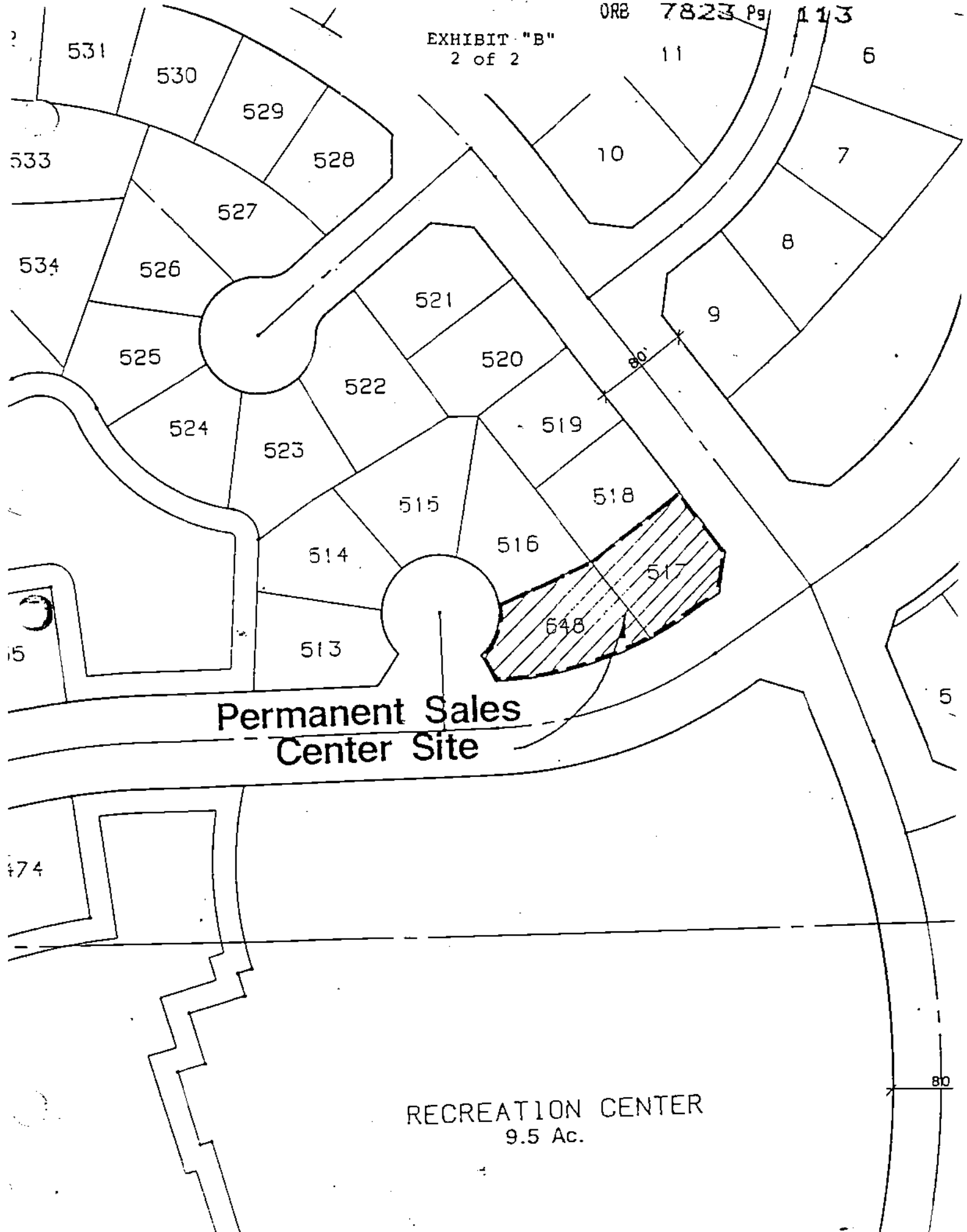
DEVELOPMENT PLAN

EGRET LANDING AT JUPITER



□ - PHASE I
 ■ - PHASE II

* PERMANENT SALES FACILITY: Lots 517 & 648 as per Amended P.U.D. Approval 5/4/93
 MODEL HOME VILLAGE: Lots 513-516, 518-523 for Phase I (15a)



**Permanent Sales
Center Site**

RECREATION CENTER
9.5 Ac.

80

80'

EXHIBIT "C"

ASSOCIATION LOTS

Lots 32 through 43, 52 through 54, 81, 82, 83, 90, 405, 454, 464, 526, 530, 539, 541, 542, 544, 546 through 549, 556 through 559 and 566, as shown on the Plat of EGRET LANDING AT JUPITER, A P.U.D, recorded in Plat Book 71, Pages 33-48 of the Public Records of Palm Beach County, Florida.

EXHIBIT "D"

ORE 7823 Pg 115

LEGAL DESCRIPTION
OF UNIT 15A IMPROVEMENTS AREA

89-346
 UNIT 15A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 86°52'12" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 100.00 FEET TO A POINT ON A LINE LYING 100.00 FEET WESTERLY OF (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION) AND PARALLEL WITH THE EAST LINE OF SAID SECTION 15, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 02°12'34" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2609.73 FEET TO A POINT ON A LINE LYING 40.00 FEET NORTHERLY OF (AS MEASURED ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15) AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 15; THENCE SOUTH 86°26'39" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1734.73 FEET TO A POINT ON THE WEST LINE OF THE EAST 135 FEET OF THE WEST 880 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 15 (SAID DISTANCE MEASURED ALONG A LINE PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4); THENCE SOUTH 02°00'07" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 15; THENCE SOUTH 86°26'39" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1789.23 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE I-95; THENCE NORTH 21°50'50" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2813.22 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE NORTH 86°52'12" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 4673.05 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 15.

BEGIN AT SAID POINT OF BEGINNING, PROCEED SOUTH 86°52'12" WEST, ALONG SAID NORTH LINE OF SECTION 15, A DISTANCE OF 160.26 FEET; THENCE SOUTH 55°41'48" EAST LEAVING SAID NORTH LINE OF SECTION 15, A DISTANCE OF 54.29 FEET TO A POINT 33 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 15; THENCE NORTH 86°52'12" EAST PARALLEL WITH SAID NORTH LINE OF SECTION 15, A DISTANCE OF 114.07 FEET TO A POINT 100 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF SECTION 15; THENCE NORTH 02°12'34" EAST PARALLEL WITH SAID EAST LINE OF SECTION 15, A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING SIX DESCRIBED PARCELS OF LAND:

PARCEL 1

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE S 86-52'12" W ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 100.30 FEET; THENCE S 02-12'34" W, A DISTANCE OF 263.30 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4552, PAGE 209, PUBLIC RECORD OF PALM BEACH COUNTY, FLORIDA; THENCE S 86-52'12" W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 150.87 FEET TO THE POINT OF BEGINNING; THENCE S 38-51'49" W, A DISTANCE OF 53.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 448.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37-57'42", A DISTANCE OF 296.86 FEET TO THE POINT OF TANGENCY; THENCE S 00-54'07" W, A DISTANCE OF 158.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 410.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44-59'34", A DISTANCE OF 321.96 FEET; THENCE S 86-52'12" W, A DISTANCE OF 70.36 FEET; THENCE N 30-12'01" W, A DISTANCE OF 78.19 FEET TO THE POINT OF BEGINNING; THENCE N 83-19'50" W, A DISTANCE OF 34.72 FEET TO A POINT OF FUTURE REFERENCE "A"; THENCE N 39-21'16" W, A DISTANCE OF 357.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 576.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32-37'30" A DISTANCE OF 328.35 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N 19-51'08" E, A DISTANCE OF 96.99 FEET; THENCE N 03-07'48" W, A DISTANCE OF 357.95 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE N 86-52'12" E ALONG SAID NORTH LINE, A DISTANCE OF 598.87 FEET; THENCE S 40-54'30" E, A DISTANCE OF 244.08 FEET; THENCE S 00-16'17" E, A DISTANCE OF 28.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 568.06 FEET; A RADIAL TO SAID POINT BEARS N 51-08'11" W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 376.37 FEET THROUGH A CENTRAL ANGLE OF 37-57'42" TO A POINT OF TANGENCY; THENCE S 00-54'07" W, A DISTANCE OF 158.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51-47'29" A DISTANCE OF 262.14 FEET TO THE POINT OF BEGINNING.

PARCEL 2

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "A"; THENCE S 39-21'16" E, A DISTANCE OF 87.63 FEET; THENCE S 23-40'15" E, A DISTANCE OF 77.54 FEET TO THE POINT OF BEGINNING; THENCE N 15-33'16" E, A DISTANCE OF 31.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 410.00 FEET, A RADIAL TO SAID POINT BEARS S 35-13'13" E; THENCE

NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 385.54 FEET THROUGH A CENTRAL ANGLE OF 53-52'40" TO A POINT OF TANGENCY; THENCE N 00-54'07" E A DISTANCE OF 158.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 448.06 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-57'40" A DISTANCE OF 77.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 83-14'21" E, A DISTANCE OF 0.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET, A RADIAL TO SAID POINT BEARS N 83-14'21" W; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 355.43 FEET THROUGH A CENTRAL ANGLE OF 135-45'47" TO A POINT ON A NON-TANGENT LINE, BEING THE WEST LINE OF A 100 FOOT CANAL RIGHT-OF-WAY; THENCE S 02-12'34" W ALONG SAID WEST LINE, A DISTANCE OF 2173.60 FEET; THENCE S 86-26'39" W, A DISTANCE OF 956.79 FEET; THENCE N 03-33'21" W, A DISTANCE OF 145.42 FEET; THENCE N 25-21'59" W, A DISTANCE OF 182.99 FEET TO A POINT OF FUTURE REFERENCE "B"; THENCE N 67-12'46" E, A DISTANCE OF 285.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 813.37 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90-53'01", A DISTANCE OF 1290.18 FEET TO A POINT OF TANGENCY; THENCE N 23-40'15" W, A DISTANCE OF 71.36 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "B"; THENCE S 67-12'46" W, A DISTANCE OF 91.89 FEET; THENCE S 73-11'50" W, A DISTANCE OF 100.18 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 515.00 FEET, A RADIAL LINE BEARS S 20-24'28" E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-25'38", A DISTANCE OF 129.68 FEET; THENCE RADIALLY N 05-58'50" W, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3736.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08-03'17", A DISTANCE OF 525.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03-23'18", A DISTANCE OF 220.98 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT BEING A POINT OF FUTURE REFERENCE "C"; THENCE N 05-27'45" E, A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3636.64 FEET, A RADIAL TO SAID POINT BEARS S 05-27'45" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.22 FEET THROUGH A CENTRAL ANGLE OF 00-36'08" TO A POINT ON A NON-TANGENT LINE; THENCE N 00-24'04" E, A DISTANCE OF 357.93 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00 FEET, A RADIAL TO SAID POINT BEARS S 31-40'37" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.82 FEET THROUGH A CENTRAL ANGLE OF 37-30'07"

TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 154-33'52", A DISTANCE OF 404.65 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75-56'15" A DISTANCE OF 33.13 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 09-26'53" W, A DISTANCE OF 17.66 FEET; THENCE S 38-57'29" W, A DISTANCE OF 80.73 FEET; THENCE S 00-11'08" W, A DISTANCE OF 262.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3631.28 FEET, A RADIAL TO SAID POINT BEARS S 01-31'51" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.57 FEET THROUGH A CENTRAL ANGLE OF 00-34'37" TO A POINT ON A NON-TANGENT LINE; THENCE S 00-54'59" W, A DISTANCE OF 105.38 FEET TO THE POINT OF BEGINNING.

PARCEL 4

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "C", SAID POINT LYING ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3736.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-27'55", A DISTANCE OF 291.22 FEET TO THE POINT OF TANGENCY; THENCE N 80-04'20" W, A DISTANCE OF 49.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1127.37 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-02'21", A DISTANCE OF 177.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-33'18", A DISTANCE OF 78.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18-07'53" A DISTANCE OF 148.73 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 232.04 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31-41'29", A DISTANCE OF 128.35 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N 02-00'07" E, A DISTANCE OF 220.05 FEET; THENCE S 86-52'12" W, A DISTANCE OF 230.00 FEET; THENCE S 02-00'07" W, A DISTANCE OF 220.00 FEET; S 86-53'01" W, A DISTANCE OF 16.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 269.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35-05'29", A DISTANCE OF 165.36 FEET TO A POINT OF FUTURE REFERENCE "E"; THENCE N 28-12'07" E, A DISTANCE OF 155.35 FEET; THENCE N 64-58'17" W, A DISTANCE OF 100.71 FEET; THENCE N 21-51'02" W, A DISTANCE OF 150.00 FEET; THENCE S 68-08'58" W, A DISTANCE OF 102.30 FEET; THENCE N 21-51'02" W, A DISTANCE OF 248.98 FEET; THENCE N 68-08'58" E, A DISTANCE OF 110.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1620.00 FEET, A RADIAL TO SAID POINT BEARS S 68-08'58" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A

DISTANCE OF 435.35 FEET THROUGH A CENTRAL ANGLE OF 15-23'50" TO A POINT ON A NON-TANGENT LINE; THENCE S 86-52'12" W, A DISTANCE OF 83.57 FEET; THENCE S 39-52'13" W, A DISTANCE OF 36.57 FEET TO A POINT OF CUSP ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1730.00 FEET, A RADIAL TO SAID POINT BEARS S 82-52'15" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03-19'41", A DISTANCE OF 100.49 TO A POINT OF TANGENCY; THENCE N 03-48'04" W, A DISTANCE OF 11.06 FEET, SAID POINT ALSO BEING A POINT OF FUTURE REFERENCE "D"; THENCE S 48-27'56" E, A DISTANCE OF 35.15 FEET; THENCE N 86-52'12" E, A DISTANCE OF 54.62 FEET; THENCE N 03-07'48" W, A DISTANCE OF 110.00 FEET; THENCE N 86-52'12" E, A DISTANCE OF 671.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 237.14 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30-19'13", A DISTANCE OF 125.49 FEET TO A POINT OF TANGENCY; THENCE S 62-48'35" E, A DISTANCE OF 189.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90-58'17" A DISTANCE OF 190.53 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103-56'10", A DISTANCE OF 272.10 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 117-59'41", A DISTANCE OF 51.48 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 158-37'28", A DISTANCE OF 415.28 FEET TO A POINT OF TANGENCY; THENCE S 09-12'55" E, A DISTANCE OF 65.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95-49'47", A DISTANCE OF 66.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 28-27'21" E, A DISTANCE OF 21.55 FEET; THENCE S 09-27'35" W, A DISTANCE OF 100.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 619.71 FEET, A RADIAL TO SAID POINT BEARS N 09-27'35" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.65 FEET THROUGH A CENTRAL ANGLE OF 05-36'26" TO A POINT ON A NON-TANGENT LINE; THENCE S 17-38'50" E, A DISTANCE OF 85.49 FEET; THENCE S 19-28'38" W, A DISTANCE OF 106.44 FEET; THENCE N 71-37'17" W, A DISTANCE OF 10.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A RADIAL TO SAID POINT BEARS N 01-26'23" W; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.53 FEET THROUGH A CENTRAL ANGLE OF 104-20'52" TO A POINT ON A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115-54'27", A DISTANCE OF 303.45 FEET TO A POINT ON A REVERSE

CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27-30'19", A DISTANCE OF 9.60 FEET TO A POINT OF TANGENCY; THENCE S 72-36'53" W, A DISTANCE OF 112.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35-39'04", A DISTANCE OF 12.44 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 131-43'09", A DISTANCE OF 344.84 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 148-30'11", A DISTANCE OF 64.80 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113-21'41", A DISTANCE OF 296.78 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 350.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40-02'15", A DISTANCE OF 244.58 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27-38'05", A DISTANCE OF 72.35 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33-33'59", A DISTANCE OF 29.29 FEET TO A POINT OF TANGENCY; THENCE S 87-34'19" W, A DISTANCE OF 94.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 44.65 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 117-32'54", A DISTANCE OF 91.60 FEET TO A POINT OF TANGENCY; THENCE S 29-58'35" E, A DISTANCE OF 75.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42-58'41", A DISTANCE OF 38.11 FEET TO A POINT OF TANGENCY; THENCE S 72-57'16" E, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 151.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00'00", A DISTANCE OF 237.19 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92-37'00", A DISTANCE OF 64.66 FEET TO A POINT OF TANGENCY; THENCE S 75-34'16" E, A DISTANCE OF 82.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34-42'12", A DISTANCE OF 24.23 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 151.80 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52-50'32", A DISTANCE OF 140.00 FEET TO A POINT ON A REVERSE

EXHIBIT "D"

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CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46-22'13", A DISTANCE OF 20.23 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 33-42'23" E, A DISTANCE OF 87.09 FEET; THENCE S 03-03'59" W, A DISTANCE OF 226.28 FEET TO THE POINT OF BEGINNING.

PARCEL 5

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "D"; THENCE N 03-48'04" W, A DISTANCE OF 60.09 FEET; THENCE RADIALLY S 86-11'56" W, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 575.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24-32'17", A DISTANCE OF 246.25 FEET TO THE POINT OF BEGINNING; THENCE N 51-20'14" W, A DISTANCE OF 158.25 FEET; THENCE S 86-52'12" W, A DISTANCE OF 142.38 FEET; THENCE S 39-19'06" W, A DISTANCE OF 62.56 FEET; THENCE S 54-58'32" W, A DISTANCE OF 145.84 FEET; THENCE S 66-12'52" W, A DISTANCE OF 100.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE N 21-50'50" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 748.41 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE N 86-52'12" E ALONG SAID NORTH LINE, A DISTANCE OF 899.48 FEET; THENCE S 03-07'48" E, A DISTANCE OF 176.41 FEET; THENCE S 38-39'46" W, A DISTANCE OF 50.00 FEET; THENCE S 51-20'14" E, A DISTANCE OF 216.53 FEET; THENCE S 84-09'34" E, A DISTANCE OF 27.10 FEET TO A POINT OF CUSP ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 575.00 FEET, A RADIAL TO SAID POINT BEARS N 26-58'54" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42-16'53", A DISTANCE OF 424.32 FEET TO THE POINT OF BEGINNING.

PARCEL 6

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "E"; THENCE S 25-25'03" W, A DISTANCE OF 60.32 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 329.99 FEET FROM WHICH A RADIAL LINE BEARS S 30-46'44" W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13-55'38", A DISTANCE OF 80.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19-58'05", A DISTANCE OF 115.01 FEET TO THE POINT OF TANGENCY; THENCE N 86-53'01" E, A DISTANCE OF 206.03 FEET; THENCE S 04-54'33" W, A DISTANCE OF 362.34 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 160.00 FEET FROM WHICH A RADIAL LINE BEARS S 08-27'55" E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-29'29", A DISTANCE OF 40.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 625.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23-28'12", A DISTANCE OF 256.02 FEET; THENCE N 06-59'50" E, A

EXHIBIT "D"
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DISTANCE OF 139.46 FEET; THENCE NORTH 51°27'40" WEST, A DISTANCE OF 110.53 FEET; THENCE NORTH 38°39'22" EAST, A DISTANCE OF 101.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 164.66 ACRES.

89-346.15A
05/27/93

LEGAL DESCRIPTION
OF UNIT 15B IMPROVEMENTS AREA

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE S 86-52'12" W ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 100.30 FEET; THENCE S 02-12'34" W, A DISTANCE OF 263.30 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4552, PAGE 209, PUBLIC RECORD OF PALM BEACH COUNTY, FLORIDA; THENCE S 86-52'12" W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 150.87 FEET; THENCE S 38-51'49" W, A DISTANCE OF 53.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 448.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37-57'42", A DISTANCE OF 296.86 FEET TO THE POINT OF TANGENCY; THENCE S 00-54'07" W, A DISTANCE OF 158.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 410.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44-59'34", A DISTANCE OF 321.96 FEET; THENCE S 86-52'12" W, A DISTANCE OF 70.36 FEET; THENCE N 30-12'01" W, A DISTANCE OF 78.19 FEET TO THE POINT OF BEGINNING; THENCE N 83-19'50" W, A DISTANCE OF 34.72 FEET TO A POINT OF FUTURE REFERENCE "A"; THENCE N 39-21'16" W, A DISTANCE OF 357.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 576.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32-37'30" A DISTANCE OF 328.35 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N 19-51'08" E, A DISTANCE OF 96.99 FEET; THENCE N 03-07'48" W, A DISTANCE OF 357.95 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE N 86-52'12" E ALONG SAID NORTH LINE, A DISTANCE OF 598.87 FEET; THENCE S 40-54'30" E, A DISTANCE OF 244.08 FEET; THENCE S 00-16'17" E, A DISTANCE OF 28.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 568.06 FEET; A RADIAL TO SAID POINT BEARS N 51-08'11" W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 376.37 FEET THROUGH A CENTRAL ANGLE OF 37-57'42" TO A POINT OF TANGENCY; THENCE S 00-54'07" W, A DISTANCE OF 158.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51-47'29" A DISTANCE OF 262.14 FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH:

PARCEL 2

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "A"; THENCE S 39-21'16" E, A DISTANCE OF 87.63 FEET; THENCE S 23-40'15" E, A DISTANCE OF 77.54 FEET TO THE POINT OF BEGINNING; THENCE N 15-33'16" E, A DISTANCE OF 31.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 410.00 FEET, A RADIAL TO SAID POINT BEARS S 35-13'13" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 385.54 FEET THROUGH A CENTRAL ANGLE OF 53-52'40" TO A POINT OF TANGENCY; THENCE N 00-54'07" E, A DISTANCE OF 158.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 448.06 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-57'40" A DISTANCE OF 77.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 83-14'21" E, A DISTANCE OF 0.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET, A RADIAL TO SAID POINT BEARS N 83-14'21" W; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 355.43 FEET THROUGH A CENTRAL ANGLE OF 135-45'47" TO A POINT ON A NON-TANGENT LINE, BEING THE WEST LINE OF A 100 FOOT CANAL RIGHT-OF-WAY; THENCE S 02-12'34" W ALONG SAID WEST LINE, A DISTANCE OF 2173.60 FEET; THENCE S 86-26'39" W, A DISTANCE OF 956.79 FEET; THENCE N 03-33'21" W, A DISTANCE OF 145.42 FEET; THENCE N 25-21'59" W, A DISTANCE OF 182.99 FEET TO A POINT OF FUTURE REFERENCE "B"; THENCE N 67-12'46" E, A DISTANCE OF 285.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 813.37 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90-53'01", A DISTANCE OF 1290.18 FEET TO A POINT OF TANGENCY; THENCE N 23-40'15" W, A DISTANCE OF 71.36 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "B"; THENCE S 67-12'46" W, A DISTANCE OF 91.89 FEET; THENCE S 73-11'50" W, A DISTANCE OF 100.18 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 515.00 FEET, A RADIAL LINE BEARS S 20-24'28" E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-25'38", A DISTANCE OF 129.68 FEET; THENCE RADIALLY N 05-58'50" W, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3736.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08-03'17", A DISTANCE OF 525.30

FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03-23'18", A DISTANCE OF 220.98 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT BEING A POINT OF FUTURE REFERENCE "C"; THENCE N 05-27'45" E, A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3636.64 FEET, A RADIAL TO SAID POINT BEARS S 05-27'45" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.22 FEET THROUGH A CENTRAL ANGLE OF 00-36'08" TO A POINT ON A NON-TANGENT LINE; THENCE N 00-24'04" E, A DISTANCE OF 357.93 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00 FEET, A RADIAL TO SAID POINT BEARS S 31-40'37" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.82 FEET THROUGH A CENTRAL ANGLE OF 37-30'07" TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 154-33'52", A DISTANCE OF 404.65 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75-56'15" A DISTANCE OF 33.13 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 09-26'53" W, A DISTANCE OF 17.66 FEET; THENCE S 38-57'29" W, A DISTANCE OF 80.73 FEET; THENCE S 00-11'08" W, A DISTANCE OF 262.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3631.28 FEET, A RADIAL TO SAID POINT BEARS S 01-31'51" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.57 FEET THROUGH A CENTRAL ANGLE OF 00-34'37" TO A POINT ON A NON-TANGENT LINE; THENCE S 00-54'59" W, A DISTANCE OF 105.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 4

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "C", SAID POINT LYING ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3736.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-27'55", A DISTANCE OF 291.22 FEET TO THE POINT OF TANGENCY; THENCE N 80-04'20" W, A DISTANCE OF 49.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1127.37 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-02'21", A DISTANCE OF 177.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-33'18", A DISTANCE OF 78.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18-07'53" A DISTANCE OF 148.73 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 232.04 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15-55'15" A DISTANCE OF 64.48 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 03-19'55" E, A DISTANCE OF 63.34 FEET TO A POINT OF CUSP ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF N 18-28'22" E, A RADIAL TO SAID POINT BEARS 172.04; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21-35'21", A DISTANCE OF 64.83 TO A POINT OF TANGENCY; THENCE S 86-53'01" W, A DISTANCE OF 40.13 FEET; THENCE S 04-54'33" W, A DISTANCE OF 257.34 FEET; THENCE N 89-14'21" W, A DISTANCE OF 111.57 FEET; THENCE S 00-01'49" W, A DISTANCE OF 76.51 FEET; THENCE S 40-02'54" E, A DISTANCE OF 32.19 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 625.00 FEET, A RADIAL TO SAID POINT BEARS S 09-52'23" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09-53'19", A DISTANCE OF 107.87 TO A POINT ON A NONTANGENT LINE; THENCE N 54-53'45" E, A DISTANCE OF 40.89 FEET; THENCE N 00-01'49" E, A DISTANCE OF 63.12 FEET; THENCE N 84-38'02" W, A DISTANCE OF 123.81 FEET; THENCE N 06-59'51" E, A DISTANCE OF 85.03 FEET; THENCE N 51-27'40" W, A DISTANCE OF 110.53 FEET; THENCE N 38-39'22" E, A DISTANCE OF 101.83 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 329.99 FEET, A RADIAL TO SAID POINT BEARS S 16-51'06" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13-55'38", A DISTANCE OF 80.21 TO A POINT ON A NONTANGENT LINE; THENCE N 25-25'03" E, A DISTANCE OF 60.32 FEET; THENCE N 28-12'07" E, A DISTANCE OF 155.35 FEET; THENCE N 64-58'17" W, A DISTANCE OF 100.71 FEET; THENCE N 21-51'02" W, A DISTANCE OF 150.00 FEET; THENCE S 68-08'58" W, A DISTANCE OF 102.30 FEET; THENCE N 21-51'02" W, A DISTANCE OF 248.98 FEET; THENCE N 68-08'58" E, A DISTANCE OF 110.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1620.00 FEET, A RADIAL TO SAID POINT BEARS S 68-08'58" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 435.35 FEET THROUGH A CENTRAL ANGLE OF 15-23'50" TO A POINT ON A NON-TANGENT LINE; THENCE S 86-52'12" W, A DISTANCE OF 83.57 FEET; THENCE S 39-52'13" W, A DISTANCE OF 36.57 FEET TO A POINT OF CUSP ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1730.00 FEET, A RADIAL TO SAID POINT BEARS S 82-52'15" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03-19'41", A DISTANCE OF 100.49 TO A POINT OF TANGENCY; THENCE N 03-48'04" W, A DISTANCE OF 11.06 FEET, SAID POINT ALSO BEING A POINT OF FUTURE REFERENCE "D"; THENCE S 48-27'56" E, A DISTANCE OF 35.15 FEET; THENCE N 86-52'12" E, A DISTANCE OF 54.62 FEET; THENCE N 03-07'48" W, A DISTANCE OF 110.00 FEET; THENCE N 86-52'12" E, A DISTANCE OF

671.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 237.14 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30-19'13", A DISTANCE OF 125.49 FEET TO A POINT OF TANGENCY; THENCE S 62-48'35" E, A DISTANCE OF 189.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90-58'17" A DISTANCE OF 190.53 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103-56'10", A DISTANCE OF 272.10 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 117-59'41", A DISTANCE OF 51.48 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 158-37'28", A DISTANCE OF 415.28 FEET TO A POINT OF TANGENCY; THENCE S 09-12'55" E, A DISTANCE OF 65.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95-49'47", A DISTANCE OF 66.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 28-27'21" E, A DISTANCE OF 21.55 FEET; THENCE S 09-27'35" W, A DISTANCE OF 100.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 619.71 FEET, A RADIAL TO SAID POINT BEARS N 09-27'35" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.65 FEET THROUGH A CENTRAL ANGLE OF 05-36'26" TO A POINT ON A NON-TANGENT LINE; THENCE S 17-38'50" E, A DISTANCE OF 85.49 FEET; THENCE S 19-28'38" W, A DISTANCE OF 106.44 FEET; THENCE N 71-37'17" W, A DISTANCE OF 10.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A RADIAL TO SAID POINT BEARS N 01-26'23" W; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.53 FEET THROUGH A CENTRAL ANGLE OF 104-20'52" TO A POINT ON A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115-54'27", A DISTANCE OF 303.45 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27-30'19", A DISTANCE OF 9.60 FEET TO A POINT OF TANGENCY; THENCE S 72-36'53" W, A DISTANCE OF 112.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35-39'04", A DISTANCE OF 12.44 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY

HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 131-43'09", A DISTANCE OF 344.84 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 148-30'11", A DISTANCE OF 64.80 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113-21'41", A DISTANCE OF 296.78 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 350.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40-02'15", A DISTANCE OF 244.58 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27-38'05", A DISTANCE OF 72.35 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33-33'59", A DISTANCE OF 29.29 FEET TO A POINT OF TANGENCY; THENCE S 87-34'19" W, A DISTANCE OF 94.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 44.65 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 117-32'54", A DISTANCE OF 91.60 FEET TO A POINT OF TANGENCY; THENCE S 29-58'35" E, A DISTANCE OF 75.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42-58'41", A DISTANCE OF 38.11 FEET TO A POINT OF TANGENCY; THENCE S 72-57'16" E, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 151.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00'00", A DISTANCE OF 237.19 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92-37'00", A DISTANCE OF 64.66 FEET TO A POINT OF TANGENCY; THENCE S 75-34'16" E, A DISTANCE OF 82.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34-42'12", A DISTANCE OF 24.23 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 151.80 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52-50'32", A DISTANCE OF 140.00 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46-22'13", A DISTANCE OF 20.23 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 33-42'23" E, A DISTANCE OF 87.09 FEET; THENCE S 03-03'59" W, A DISTANCE OF 226.28 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 5

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT "D"; THENCE N 03-48'04" W, A DISTANCE OF 60.09 FEET; THENCE RADially S 86-11'56" W, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 575.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24-32'17", A DISTANCE OF 246.25 FEET TO THE POINT OF BEGINNING; THENCE N 51-20'14" W, A DISTANCE OF 158.25 FEET; THENCE S 86-52'12" W, A DISTANCE OF 142.38 FEET; THENCE S 39-19'06" W, A DISTANCE OF 62.56 FEET; THENCE S 54-58'32" W, A DISTANCE OF 145.84 FEET; THENCE S 66-12'52" W, A DISTANCE OF 100.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE N 21-50'50" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 748.41 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE N 86-52'12" E ALONG SAID NORTH LINE, A DISTANCE OF 899.48 FEET; THENCE S 03-07'48" E, A DISTANCE OF 176.41 FEET; THENCE S 38-39'46" W, A DISTANCE OF 50.00 FEET; THENCE S 51-20'14" E, A DISTANCE OF 216.53 FEET; THENCE S 84-09'34" E, A DISTANCE OF 27.10 FEET TO A POINT OF CUSP ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 575.00 FEET, A RADIAL TO SAID POINT BEARS N 26-58'54" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42-16'53", A DISTANCE OF 424.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 6

COMMENCING AT THE ABOVE DESCRIBED REFERENCE POINT E; THENCE S 25-25'03" W, A DISTANCE OF 60.32 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 329.99 FEET FROM WHICH A RADIAL LINE BEARS S 30-46'44" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13-55'38", A DISTANCE OF 80.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19-58'05", A DISTANCE OF 115.01 FEET TO THE POINT OF TANGENCY; THENCE N 86-53'01" E, A DISTANCE OF 206.03 FEET; THENCE S 04-54'33" W, A DISTANCE OF 362.34 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 160.00 FEET FROM WHICH A RADIAL LINE BEARS S 08-27'55" E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-29'29", A DISTANCE OF 40.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 625.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23-28'12", A DISTANCE OF 256.02 FEET; THENCE N 06-59'50" E, A DISTANCE OF 139.46 FEET; THENCE N 51-27'40" W, A DISTANCE OF 110.53 FEET; THENCE N 38-39'22" E, A DISTANCE OF 101.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 83.198 ACRES.

CONSENT OF MORTGAGEE TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
EGRET LANDING AT JUPITER

WHEREAS, the undersigned, Palm Beach Savings and Loan, F.S.A. ("Mortgagee") is the holder of a Mortgage recorded in the Public Records of Palm Beach County, Florida (the "Mortgage"), encumbering lands owned by The Jupiter Land Partnership, a Florida General Partnership, as Trustee ("Mortgagor"); and

WHEREAS, the Mortgage is a lien upon that certain tract of land more fully described in the Mortgage, which includes lands described in Exhibit "A" to the Declaration of Covenants and Restrictions for Egret Landing at Jupiter, to which this Consent is attached (the "Declaration"); and

WHEREAS, Mortgagee has agreed to consent to the Declaration.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Declaration.
2. By consenting to the recordation of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration or of any owner of a Lot.

28th IN WITNESS WHEREOF, Mortgagee has executed this Consent this day of July, 1993.

Signed, sealed and delivered
in the presence of:

PALM BEACH SAVINGS AND LOAN,
F. S. A.

[Signature]
STEVEN T. SAMILIAN
[Signature]
LESLIE CAMPBELL

By: [Signature]
Frank Brueggeman,
Vice President

[CORPORATE SEAL]

STATE OF FL)
COUNTY OF Palm Beach) SS.:

The foregoing instrument was acknowledged before me this 28th day of JULY, 1993 by Frank Brueggeman, as Vice President of Palm Beach Savings and Loan, F.S.A. Mr. Brueggeman is personally known to me, or has produced identification as identification, and (did/did not) take oath.

Notary Public
State of FL
My Commission Expires: 9-12-93

[Signature]
Print Name: STEVEN T. SAMILIAN
Certification Number:

STEVEN T. SAMILIAN
Notary Public-State of Florida
My Commission Expires
September 12, 1993
AA 699356

CONSENT OF MORTGAGEE TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
EGRET LANDING AT JUPITER

WHEREAS, the undersigned, MDL PORTFOLIO CORP., a Delaware corporation ("Mortgagee") is the holder of a Mortgage recorded in the Public Records of Palm Beach County, Florida (the "Mortgage"), encumbering lands owned by The Jupiter Land Partnership, a Florida General Partnership, as Trustee ("Mortgagor"); and

WHEREAS, the Mortgage is a lien upon that certain tract of land more fully described in the Mortgage, which includes lands described in Exhibit "A" to the Declaration of Covenants and Restrictions for Egret Landing at Jupiter, to which this Consent is attached (the "Declaration"); and

WHEREAS, Mortgagee has agreed to consent to the Declaration.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Declaration.

2. By consenting to the recordation of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration or of any owner of a Lot.

27 IN WITNESS WHEREOF, Mortgagee has executed this Consent this day of July, 1993.

Signed, sealed and delivered in the presence of:

MDL PORTFOLIO CORP.,
a Delaware corporation

Kristey L. Henderson
[Signature]

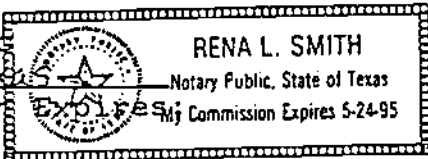
By: David Martindale
David Martindale,
Its Vice President

[CORPORATE SEAL]

STATE OF TEXAS)
COUNTY OF DALLAS) SS.:

The foregoing instrument was acknowledged before me this 27th day of July, 1993 by David Martindale, as Vice President of MDL Portfolio Corp., a Delaware corporation. Mr. Martindale is personally known to me, or has produced drivers license as identification, and (did/did not) take oath.

Notary Public
State of Texas
My Commission Expires 5-24-95



Rena L. Smith
Print Name: Rena L. Smith
Certification Number: _____