

[illegible]

WHEREAS, Declarant presently intends to undertake the sale or lease of those Lots within the Community pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with said Community as hereinafter set forth. Declarant wishes to initially subject the Community to the terms and conditions of this Declaration and may execute, acknowledge and record Supplemental Declarations so long

THIS

ORE 8098 F: 404

as Declarant or Foundation is the owner of any portion of the Community affected by such Supplemental Declaration(s). Such Supplemental Declaration(s) may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Community, or such portions thereof or other lands, all as hereinafter set forth, provided that such lands added to the Community shall lie with those geographic boundaries set forth in Article II, Section 2 of this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, improved and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges, and equitable servitudes as hereinafter set forth, all of which are for the purpose of uniformly enhancing and protecting the value, desirability and attractiveness, and are in furtherance of a general plan for the protection, maintenance and improvement of the Community. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the title to the real property described in Exhibit "A" attached hereto and shall be binding upon all persons and entities having any and acquiring any right, title or interest therein or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each and every person or entity from time to time owning or holding an interest in said real property or any portion thereof and shall further inure to the benefit and be binding upon the Declarant, its heirs, personal representatives, successors and assigns and each other Owner, his respective heirs, personal representatives, successors and assigns and his tenants, invitees, licensees, and guests and may be enforced by an Owner, and his heirs, personal representatives, successors and assigns, by the Master Association, and by the Declarant so long as Declarant is an Owner of any portion of the Community, including, but not limited to any Lots contained within the Community. This Declaration and any amendment hereto shall not be deemed to be for the benefit of any holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title to a Lot or other portion of the Community pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure.

Notwithstanding the foregoing, no provision of this Declaration shall in any manner be construed as to prevent or limit Declarant's rights to complete the sale or lease of any portion of the Community and the construction of Improvements (as hereinafter defined) thereon, nor Declarant's right to maintain models, sales, or leasing offices, or similar or other facilities on any portion of the Community, nor the Declarant's right to post signs incidental to the sales or leasing of any portion of the Community.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto, or any Sub-declaration recorded affecting any portion of the Community (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Aggregate Assessment" shall mean and refer to the total annual assessment for the Master Association pursuant to the Annual Budget (as hereinafter defined).

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Master Association as they may exist from time to time.

Section 3. "Master Association" shall mean and refer to THE MACARTHUR CENTER PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, being the entity responsible for the administration, and enforcement of performance of certain duties as hereinafter set forth in this Declaration and in the Articles and Bylaws.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Master Association as they may exist from time to time.

Section 5. "Common Areas" shall mean and refer to all real property located within the Community or easements thereon, together with any improvements thereon, and any personal property situated thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Master Association but shall not include any portion of the Regional Mall Property, as hereinafter defined. Such Common Areas shall be designed and intended for the common, nonexclusive use of certain (or all) of the Owners and the public generally. Common Areas shall include those areas designated as such herein or in any Supplemental Declaration hereto; together with, if applicable and to the extent provided herein, all private roadways, landscaping and pedestrian areas, entry features, bus shelters, signs erected by Declarant to identify the Community or any portions thereof, the main gate houses (if any), irrigation and sprinkler systems, internal signalization and signage, areas surrounding canals and special design or landscaping features lying in, over or around such canals and any special design or landscaping features lying within public rights-of-way as long as the aforesaid items are located and abut the aforesaid property within public rights-of-way and as long as the aforesaid items are within the Community, or if lying outside of the boundaries of the Community, abut the Community, which include, among other things, certain roadway medians along PGA Boulevard, Prosperity Farms Road and Alternate A-1-A which abut the Community; and such similar

THIS

ORB 8098 Pg 406

items or property which may hereafter be added by Supplemental Declaration regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities serving the entire Community, open space, off-street parking areas, sidewalks, and other pedestrian paths (such as jogging and bicycle paths), street lights, entrance features, but excluding any public utility installations thereon or any areas which have been dedicated to any public utility or special taxing district provided that such public utility or special taxing district has expressly assumed the responsibility for maintenance and administration of such specifically described area or, with respect to improvements or betterments to certain areas, where the public utility or special taxing district has assumed maintenance responsibility for the improvements or betterments to such areas; provided however, certain portions of the Community shall not be deemed to be Common Areas to the extent the same are specifically lying within the boundaries of a Lot, as hereinafter defined or are made common areas of a Sub-Association pursuant to a Sub-Declaration as hereinafter described. Notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Declaration, the fact that a certain roadway or other area within the Community has been dedicated to a governmental entity, public utility or special taxing district shall not preclude the Master Association from performing maintenance of such areas which for purposes of maintenance and assessments shall be treated as Common Areas of the Community. It is further intended that to the extent there exist private roads intended to serve only Residential Lots and such roads are neither publicly dedicated nor owned by the Master Association and for which the Master Association has no maintenance responsibility, such private roads shall not be considered Common Areas of the Association. Further, those parking areas contained within the Regional Mall Property or within any Lot are deemed not to be Common Areas. Recreational Facilities serving only Residential Lots are also deemed not to be Common Areas.

Without limiting the generality of the foregoing, it is specifically intended that the Common Areas shall include any and all designated subsequent capital improvements made by or at the direction of the Declarant and/or the Master Association beyond the initial installations and/or maintenance provided by any governmental or quasi-governmental entity to which applicable portions of the Community may now or hereafter be dedicated. In addition to the Master Association, Declarant shall have the right, subject to obtaining all required governmental approvals and permits, to construct on such Common Areas those facilities Declarant deems appropriate and all references herein to particular property or structures which are or may become part of the Common Areas are by way of illustration and example only, and Declarant shall be under no obligation to grant or construct such particular property or structures by reason of such references. Additionally,

the timing, phasing and dates of completion of all such construction relative to Common Areas shall be solely within the discretion of the Declarant.

Although Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas, such identification shall not be required for a portion of the Community to be deemed a Common Area hereunder. Without limiting the generality of any other provisions of this Article, in the event that Declarant determines that a particular portion of the Community is or not a Common Area hereunder, such determination shall be binding and conclusive.

It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans and other factors not now known (including, without limitation, by increase, decrease or transfer to a Sub-Association). Accordingly, reference in this Declaration to the Common Areas shall be deemed to refer to same as they may exist from time to time.

Section 6. "Community" shall mean and refer to that certain real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, more particularly described in Exhibit "A" hereto and any additions thereto and/or withdrawals therefrom in accordance with this Declaration provided that no portion of the Regional Mall Property as hereinafter defined shall be within the Community.

Section 7. "Community Systems" shall mean and refer to any and all cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Community and serving more than one Lot. Declarant shall be permitted, but shall not be obligated, to install and/or cause the installation of Community Systems.

Section 8. "County" shall mean and refer to Palm Beach County, Florida.

Section 9. "Declarant" shall mean and refer to, collectively, the JOHN D. AND CATHERINE T. MacARTHUR FOUNDATION, an Illinois not-for-profit corporation, (also referred to singularly as the "Foundation"). Declarant or the entity comprising Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Community. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such

assignment shall be presumed to be on a non-exclusive basis, unless otherwise expressly stated.

Section 10. "General Expenses" shall mean and refer to the expenditures for maintenance, capital replacement, operation and the rendering of services required or authorized to be performed by the Master Association or its agents, designees, or assigns.

Section 11. "Improvements" shall mean and refer to all structures of any kind, including, without limitation any building, fence, wall, sign, paving, grading, any addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscaping device, landscaping irrigation, street lighting or object or other changes to the natural state of the property and vegetation existing thereon.

Section 12. "Institutional Mortgagees" means the owner and holder of a mortgage encumbering a Lot or Unit, which owner and holder of said mortgage is either a bank or life insurance company or federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts Business Trust, or an agency of the United States Government, or any entity controlling, controlled by or under control of any of the foregoing, or a lender generally recognized in the State of Florida as an institutional lender, or the Declarant, or assignee, nominee, or designee of the Declarant.

Section 13. "Lot" shall mean and refer to any lot or tract which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of the Community to be subject to these covenants and restrictions (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tracts shown upon any re-subdivision of any such plat, and any other parcel of property hereafter made subject to this Declaration, whether or not platted. In the case of a condominium hereafter made subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration. A Lot may be a Residential Lot intended for use and development as residential dwelling units and facilities appurtenant thereto or, a Commercial Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings and facilities appurtenant thereto. Notwithstanding anything to the contrary stated herein or elsewhere in this Declaration, neither

the Regional Mall Property nor any part thereof shall be deemed a Lot under nor be subject to this Declaration.

Section 14. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated within the Community. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. Owner shall not mean or refer to the holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure.

Section 16. "Regional Mall Lease" shall mean and refer to that certain Ground Lease dated June 14, 1984 by and between John E. Corbally, James M. Furman and David M. Murdoch, not personally, but, solely as trustees of the Trust, as "Landlord", and Forbes/Cohen Properties Limited Partnership, a Michigan Partnership, as "Ground Lessee", as such Lease may have been or be amended from time to time.

Section 17. "Regional Mall Property" shall mean and refer to the Property which is subject to the Regional Mall Lease. Regional Mall Property as referenced in this Declaration shall not be subject to this Declaration nor shall the Regional Mall Property or Ground Lessee be a member of or otherwise participate in the Master Association.

Section 18. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Community pursuant to a declaration of condominium or declaration of covenants and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 19. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions, Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar instrument recorded in the Public Records of Palm Beach County, Florida, affecting or purporting to affect any portion (but not all) of the Community.

Section 20. "Supplemental Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which either has the effect of adding or deleting property to the Community pursuant to

the provisions of Article II hereof, or any such Declaration affecting all of the Community.

Section 21. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed improvements pursuant to the applicable zoning ordinance and/or site plan, whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise), industrial, retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Community. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. In no event shall a Unit be deemed to exist until it is substantially completed. Substantial completion as referenced herein shall mean issuance of a permanent Certificate of Occupancy by the applicable governmental body having jurisdiction over the Community. Units hereunder shall be one of the following types:

(a) A "Commercial Unit" is a physically separate industrial, retail, service, office, warehouse or other non-residential space which is separately owned, and located on a Commercial Lot. In determining what constitutes a Commercial Unit in this Declaration, open space directly used in the ordinary course of a business' activity shall be deemed to be included in a Commercial Unit. For example only, outdoor dining or retail areas, garden centers and other open spaces utilized for commercial activities shall be included in a Commercial Unit. Notwithstanding the foregoing, parking areas shall not be used in the calculation of gross leasable square footage contained within a Commercial Unit. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building". For purposes of this Declaration, a "Commercial Unit" or "Commercial Building", as appropriate, shall include, without limitation, religious facilities, golf and other private clubs and such hotels as Declarant shall designate as Commercial Units/Buildings in a Supplemental Declaration;

(b) A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a non-condominium residential apartment building, each separate apartment therein shall be deemed a separate Residential Unit for purposes of occupancy restrictions and assessment collection hereunder, but all such apartment building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Unit for all other purposes of this Declaration, except as provided below as to the voting. A building which contains or

constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

Section 22. "Voting Member" shall mean and refer to all those Members or representatives of Members entitled to cast votes in the Master Association which Voting Members shall be selected in the manner stated in Article III of this Declaration.

Section 23. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article, the determination made by Declarant in such regard (as evidenced by a recorded instrument stating same) shall be binding and conclusive. Moreover, Declarant may, also by way of a recorded instrument, alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Community in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Community contemplated in this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property comprising the Community which shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. Declarant may, in its sole discretion, either bring within this Declaration additional lands, or withdraw lands pursuant to this Article.

Section 2. Addition Of Property. Declarant may from time to time bring other land under the provisions of this Declaration by recorded Supplemental Declarations (which shall not require the consent of then existing Owners or the Master Association) and thereby add to the land which shall comprise the Community (whether or not originally designated hereby as a portion of the Community), provided that such additional land shall in all events lie within the area which is situated within the County and bounded by Atlantic Road to the north, Prosperity Farms Road to the east, P.G.A. Boulevard to the south and State Road 811 (Alternate A-1-A) to the west (which area presently includes the Community and certain other lands not presently owned by Declarant, or the Foundation) and further provided that no portion of that certain mobile home park presently known as "Meadows Mobile Home Park" lying immediately west of Prosperity Farms Road shall be within the Community. If Declarant is not the owner of the land to be subjected hereto and/or added to the Community as of the date the applicable Supplemental Declaration is to be made, then the fee

owner(s) of such land shall join in such Supplemental Declaration. Once so added, such land shall be deemed a part of the Community which has been subjected to this Declaration for all purposes of this Declaration, except as modified pursuant hereto, if at all. Nothing in this Declaration shall, however, obligate Declarant to add to the Community. Nothing contained in this provision or elsewhere in this Declaration shall preclude or limit the Master Association from entering into agreements to maintain property outside the physical boundaries of the Community if the Board of Directors of the Master Association determines to enter into such agreement.

All Owners, by acceptance of their deeds to, or other conveyances of, their Lots thereby automatically consent to any rezoning, site plan approval, amendment, modification, issuance of building permit and plat approval and additions or deletions thereafter made by the Declarant to such land use or zoning approvals and Owners shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision). With respect to property not owned by the Declarant, its affiliates and/or the Foundation, the Declarant shall have the right to impose (and retain for its own account) fees for the privilege of allowing such other property to be made subject to this Declaration as aforesaid. Notwithstanding the foregoing, no additions may be made to the Community, nor Supplemental Declarations be recorded, without the prior written joinder and consent of the Declarant which joinder and consent shall be in the sole discretion of the Declarant.

Section 3. Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing any portion of the Community then owned by the Declarant, the Foundation, or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any change whatsoever in the plans for the Community desired to be effected by Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the then-remaining portions of the Community. Any withdrawal of land not owned by Declarant shall not be effected without the written consent or joinder of the then-owner(s) of such land. Notwithstanding anything to the contrary contained in this Declaration, and without limitation, all easements, use and other similar rights created or granted under this Declaration shall automatically cease and terminate, as if never created or granted, as to all land which is withdrawn from the Community in accordance herewith.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Master Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Master Association.

Section 2. Voting Rights. For voting purposes, the Association shall initially have five (5) Voting Members. The Members shall select Voting Members, and such Voting Members shall be entitled to cast the respective number of votes, as set forth below:

Residential Voting Member. There shall be one (1) Residential Voting Member which shall represent all Owners of Residential Lots and Units. So long as Declarant is an Owner of a Residential Lot, Declarant shall be entitled to select the Residential Voting Member. Subject to the foregoing sentence and to the provisions of Section 4 of this Article, the Residential Lot and Unit Owners shall select one (1) Voting Member who is entitled to cast one (1) vote for the Residential Lot and Unit Owners. The Residential Lot and Unit Owners shall select the Residential Voting Member in the following manner:

(a) In the event Residential Lots or Units are within the jurisdiction of a Sub-Association, that Sub-Association shall be deemed to be the only proper party to cast votes for the selection of the Residential Voting Member on behalf of the Residential Lots or Units within said Sub-Association's jurisdiction. Such Sub-Association shall be entitled to cast one (1) vote for each Lot or Unit within the Sub-Association's jurisdiction;

(b) In the event Residential Lots or Units are not within the jurisdiction of a Sub-Association, the Owner of each such Residential Lot or Unit, as the case may be, shall be the only proper party to cast a vote for the Residential Voting Member.

In the event more than one (1) person or entity is the Owner of a particular Residential Lot or Unit, such persons and or entities shall select one (1) Member as to such Lot or Unit who may cast a vote to select a Voting Member for the Residential Lot or Unit Owners or, if unable to agree on such selection, the vote attributable to such Residential Lot or Unit shall not be considered

for any purpose and the total number of votes authorized for the selection of the Residential Voting Member shall be reduced accordingly until such persons or entities agree on the selection of a Member authorized to vote on behalf of that Lot or Unit.

Any Sub-Association or Residential Lot or Unit Owner, other than Declarant, entitled to cast votes hereunder shall be entitled to cast votes only for Lots or Units which contain substantially completed dwelling Units. In no event shall any Sub-Association or any Residential Lot Owner be entitled to cast a vote for a Lot upon which there is not a substantially completed Unit, nor shall any Sub-Association or Residential Lot Owner be entitled to cast votes in an amount greater than the total number of substantially completed dwelling Units within said Owner's Residential Lot or within said Sub-Association. Substantial completion as referred to herein shall mean issuance of a Certificate of Occupancy by the applicable governmental body for a residential dwelling Unit on the subject Lot.

In no event shall the Residential Lot or Unit Owners be entitled to be represented by more than one (1) Voting Member, nor cast more than one (1) vote relative to any matters concerning the Master Association. In the event the Residential Lot or Unit Owners are unable or otherwise fail to provide the written notice of the person selected as the Residential Voting Member in accordance with Section 3 of this Article prior to the annual meeting of the Master Association, the Owner of Residential Lots having the greatest amount of acreage of Residential Lots within the Community shall be deemed to represent the Residential Lot and Unit Owners as the Residential Voting Member of the Master Association.

Commercial Voting Members. There shall be two (2) Commercial Voting Members who shall represent all Owners of Commercial Lots and Units. So long as the Declarant is the Owner of a Commercial Lot, Declarant shall be entitled to select the Commercial Voting Members. Subject to the foregoing sentence and to the provisions of Section 4 of this Article, the Commercial Lot Owners and Unit Owners as hereinbelow provided shall select two (2) Voting Members who are each entitled to cast one (1) vote on behalf of the Commercial Lot and Unit Owners. Each Commercial Lot Owner or Unit Owner, as the case may be, shall vote for each of the Commercial Voting Members being selected in the manner provided in this paragraph. In the event more than one (1) person or entity is the Owner of a particular Commercial Lot or Unit, such persons and/or entities shall select one (1) Member as to

such Lot or Unit (or if unable to agree on such selection, the person and/or entity owning the greatest percentage interest in such Lot or Unit) to cast the votes for the selection of the Commercial Voting Members. Any Commercial Lot or Unit Owner, other than Declarant, entitled to cast votes hereunder shall be entitled to cast votes for Commercial Lots or Units which contain substantially completed Commercial Units. In no event shall any Commercial Lot Owner be entitled to cast a vote for a Lot upon which there is not a substantially completed Commercial Unit. Substantial completion as referred to herein shall mean issuance of a Certificate of Occupancy by the applicable governmental body for a Commercial Lot or Unit on the subject Lot. The total number of Commercial Lot or Unit votes shall be determined on the basis of substantially completed square footage. Therefore, the vote of any particular Commercial Lot or Unit Owner shall be calculated by dividing the amount of substantially completed square footage in that Commercial Owner's Lot or Unit, as the case may be, by the total amount of substantially completed square footage within Commercial Lots or Units existing from time to time within the Community. In no event shall the Commercial Lot and Unit Owners be entitled to be represented by more than two (2) Voting Members, nor cast more than two (2) votes relative to any matter concerning the Master Association. So long as Declarant is the Owner of a Commercial Lot, if the Commercial Lot and Unit Owners are unable or otherwise fail to select the Commercial Voting Members prior to the annual meeting of the Master Association, the Commercial Lot Owner having the greatest amount of acreage of Commercial Lots shall select the two (2) Commercial Voting Members of the Master Association. At such time as a Declarant does not own a Commercial Lot within the Community, if the Commercial Lot and Unit Owners are unable or otherwise fail to select the Commercial Voting Members prior to the annual meeting of the Master Association, the Commercial Lot Owner having the greatest amount of substantially completed square footage within the Community shall select the two (2) Commercial Voting Members of the Master Association. Where a particular Lot contains a mixed-use, which for purposes of this Declaration shall be defined as a Lot containing both residential and commercial uses, such Lot Owner shall be deemed to be a Commercial Lot Owner for purposes of election of a Voting Member and exercise of voting rights as a Member of the Master Association.

Declarant Voting Members. The Declarant, as Owner of property within the Community, shall have the right to designate two (2) Declarant Voting Members. Upon

Declarant having divested its ownership of all property within the Community other than the Regional Mall Property, the total number of Voting Members shall decrease to three (3) Voting Members by Declarant relinquishing its right to designate the Voting Members. It is intended by this provision that until such time as Declarant has divested its ownership of all property within the Community other than the Regional Mall Property, Declarant shall have the right to select two (2) Declarant Voting Members and upon such divestiture occurring as stated herein, the total number of Voting Members shall thereupon decrease to three (3), being comprised of one (1) Residential Voting Member, and two (2) Commercial Voting Members.

Declarant Rights. Nothing stated in this article shall be deemed to in any manner impair or diminish any rights, reservations or easements granted to or reserved by the Declarant as stated elsewhere in this Declaration, the Articles and Bylaws or any exhibit hereto.

Section 3. Selection of Voting Members. Each respective class of ownership of Lots shall give written notice to the Master Association of the person(s) selected as the Voting Members in that respective ownership class in accordance with the foregoing requirements, and such notice is to be given at or before the first meeting of the Master Association which the Voting Member is to attend. The Master Association and all Voting Members (and their constituents) shall be entitled to rely on such notice as constituting the authorization of each ownership class and its respective Members to its designated Voting Member to cast all votes of that ownership class and to bind same in all Master Association matters until such notice is changed, superseded or revoked. The Residential Voting Member may cast only one (1) vote for its respective ownership class and may not in any manner split the vote for the Residential class of ownership.

Section 4. Declarant As Voting Member. Notwithstanding the foregoing provisions and any provision to the contrary contained in this Declaration or the Articles or Bylaws of the Master Association, so long as Declarant owns one Residential Lot, it may in its sole discretion, select itself and be duly constituted as Voting Member and represent the Residential Lot Owners in all matters concerning the Master Association. Similarly, so long as Declarant is an Owner of Commercial Lots within the Community, it may in its sole discretion select the two (2) Commercial Voting Members to represent the Commercial Lot Owners in all matters concerning the Master Association. The Declarant may, in its sole discretion, relinquish or assign its right to be a Voting Member of any or all of the classes of ownership at any time.

Section 5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Master Association. The members of the Board of Directors shall be elected by the Voting Members who shall be selected in the manner set forth in the foregoing provisions of this Declaration and pursuant to the Articles and Bylaws of the Master Association.

Section 6. General Matters. When reference is made in this Declaration, or in the Articles of Incorporation or Bylaws, or other relevant documents, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented by their respective Voting Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots. To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

ARTICLE IV

COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Declarant and the Owners of all Lots and Units that may from time to time constitute the Community, in the manner specified in this Declaration, and all of the Declarant's and such Owners' respective lessees, guests and invitees, all as provided and regulated herein or otherwise by the Master Association. Notwithstanding the foregoing, Declarant and/or the Master Association shall have the right to prohibit certain classes of Owners (i.e. Owners of Residential Lots or Owners of Commercial Lots) from using certain portions of the Common Areas, as may be determined by Declarant and/or the Master Association, in their sole discretion, to be in the best interest of the Community, provided that no Owner shall be prohibited access to its Lot or Unit or drainage, utilities or other Common Area improvements directly servicing Owner's Lot or Unit. When all Improvements proposed by Declarant to be constructed within the Community have been completed and conveyed or leased to purchasers or ground lessees (if applicable), or sooner at Declarant's option (exercisable from time to time as to any portion or all of the Common Areas), the Declarant, the Foundation or their respective successors and assigns, shall convey and transfer (or cause to be conveyed and transferred), by quit claim deed, the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) to the Master Association, and the Master Association shall be obligated to accept such conveyance, holding title for the Owners, and Members as stated herein.

THIS

ORB 8098 Pg 418

It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Master Association shall be proportionally assessed against and payable as part of the taxes of the Lots within the Community. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Master Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation, whether or not owned by the Master Association.

Declarant shall have the right from time to time to enter upon the Common Areas and other portions of the Community including, without limitation, Lots, and Units, for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities (including, without limitation, Community Systems) on the Common Areas or elsewhere in the Community that Declarant elects to effect, and Declarant shall have the right to use the Common Areas for sales, leasing, displays and signs during the period of sale or lease of any of the land owned by Declarant and/or Foundation within the Community.

Section 2. Members' Easements. Subject to the above-described rights of Declarant and/or the Master Association to prohibit certain classes of Owners from using certain portions of the Common Areas, each Member of the Master Association and each tenant, agent, licensee, and invitee of such Member, shall have and there is hereby granted by Declarant a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with the general public and all other such Members of the Master Association, their tenants, agents and invitees, subject, however, to the withdrawal of portions thereof from the Community in accordance with this Declaration and further subject to this Declaration, the Articles and Bylaws of the Master Association and the Rules and Regulations promulgated by the Master Association and all Supplemental Declarations and Sub-Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida.

All rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of all Sub-Associations, now existing or hereafter created in accordance with this Declaration, and the Master Association and their Members, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not

specifically granted elsewhere herein or in any other documents to which the Community (or any applicable portion(s) thereof) are now or hereafter made subject;

(b) The right and duty of the Master Association to levy assessments against each Lot and Owner thereof for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Common Areas from time to time recorded;

(c) The right of the Master Association to suspend the right of an Owner and his designees to use the Common Areas (except for ingress and egress to an Owner's Lot or Unit or access to utilities or for drainage purposes) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations but only after notice to the affected Owner and failure of such Owner to cure within the period provided in said notice;

(d) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, provided that such right is now or hereafter granted to or adopted by the Master Association;

(e) The right of the Master Association to adopt at any time and from time to time and enforce reasonable rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to prohibit use by and to levy fines against Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(f) The right of the Master Association, by a unanimous affirmative vote of the Board of Directors, or the Declarant and/or Foundation, unilaterally (i.e., without the joinder or consent of the Master Association or any of its Members) to dedicate portions of the Common Areas to a Sub-Association or a public or quasi-public agency, community development district, special taxing district or similar entity under such terms as the Master Association and/or Declarant and/or Foundation deems appropriate and to create or contract with the Master Association and/or Declarant and/or Foundation, community development and special taxing districts for lighting, roads, recreational or other services, security,

communications, and other similar purposes deemed appropriate by the Master Association and/or Declarant and/or the Foundation (to which such creation or contract all Owners hereby consent);

(g) Anything to the contrary in this Declaration notwithstanding, the Declarant shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Master Association;

(h) The right of the Declarant, the Foundation and the Master Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas and to modify, amend, terminate, supplement and relocate such easements;

(i) The Master Association shall have the right, but not the obligation, to perform remedial and continuing maintenance to Residential Lots and Commercial Lots and Improvements located thereon where it has been determined by the Master Association that the Lot Owner having responsibility for the maintenance of the subject property has failed to properly maintain in good condition the same as determined by the Master Association in its sole discretion. In such event, the Master Association shall provide written notice to the Owner or Sub-Association, as the case may be, indicating the failure of maintenance and requesting that such failure be remedied and abated within ten (10) days thereafter. If such failure is not remedied and abated within said time period, the Master Association shall have the right, but not the obligation, to perform said maintenance and specially assess the Owner of the respective property for the cost of such maintenance and repair performed by the Master Association.

(j) The Master Association shall have an easement over all roadways, road rights-of-way, medians and intersections within the Community for the purpose of performing street lighting, irrigation and landscape maintenance to such areas when and where the Master Association is expressly delegated maintenance responsibility as elsewhere provided in this Declaration.

(k) Anything to the contrary in this Declaration notwithstanding, any references herein to any particular Common Areas, or particular types of Common Areas, are by way of illustration and example only, and Declarant

and/or the Foundation shall in no event be required to grant or construct such Common Areas in accordance with such references, and may withdraw or amend such portions of the Common Areas as Declarant and/or Foundation may determine.

(1) The right of the Declarant, the Foundation and the Master Association to enter into agreements with other parties with respect to the maintenance and/or management of Common Areas, Community Systems and other areas within the Community, including but not limited to, the delegation or assignment of specific maintenance and/or management responsibilities as the Declarant, the Foundation or the Master Association may determine, from time to time. In the event of any delegation or assignment of specific maintenance and/or management responsibilities by the Declarant, the Foundation, or the Master Association, the assignee of such maintenance and/or management responsibilities shall have the right to subsequently reassign such maintenance and/or management responsibilities as were originally assigned to it to the Master Association, provided that such reassignment is in writing and is provided to the Master Association prior to the effective date of such reassignment. A reassignment of maintenance and/or management responsibilities shall in no manner affect assessment responsibilities of Owners pursuant to Article V of this Declaration.

Section 3. Easements Appurtenant The easements provided herein shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Master Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas, any and all Improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities intended for use of all Lots within the Community, landscaping, paving, drainage structures, private roads, street lighting fixtures and appurtenances located within public and private rights-of-way, sidewalks, except public utilities, Community Systems (to the extent same have not been made Common Areas) and portions of the Community which are maintained by a Sub-Association, all such work to be done as ordered by the Board of Directors of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's and/or the Foundation's (and their respective predecessors, if any) responsibility and obligations to the County, its governmental and quasi-governmental subdivisions and similar

entities of any kind, with respect to the Common Areas, including, but not limited to, non-public roads and entry features, and shall indemnify Declarant and the Foundation and hold Declarant and Foundation harmless with respect thereto. The Master Association shall have the further obligation of maintaining all landscaping and landscaping irrigation systems within public road rights-of-way within the Community and located within those medians on PGA Boulevard, Prosperity Farms Road and Alternate A-1-A which abut the Community and are Common Areas pursuant to this Declaration of Covenants, Easements and Restrictions. It is further intended that the Master Association or its assignees or designees shall be responsible for maintenance of landscaping or landscape irrigation systems within public road rights-of-way within the Community and those medians abutting the Community whether such rights-of-way now exist or are hereafter created in favor of the City of Palm Beach Gardens, the District or any other governmental or quasi-governmental subdivision.

In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of the Community falls within the jurisdiction of the Master Association, Sub-Association or Lot Owner, the determination of the Master Association shall control.

All maintenance and services performed by the Master Association, and its agents or designees, pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master Association, on behalf of itself and/or all or appropriate Sub-Associations, shall have the power to incur, by way of contract or otherwise, General Expenses as to the Community or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the affected Sub-Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration. The portion so allocated to any Sub-Association shall be deemed a General Expense thereof, collectible through its own assessments.

No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.

Notwithstanding anything contained to the contrary in this section or elsewhere in this Declaration, or the Articles or Bylaws of the Master Association, the Master Association shall have the right, but not the obligation, to delegate or assign all or part of its maintenance and/or management responsibilities and functions to Declarant, its successors or assigns, or other third party or parties. Such delegation or assignment of maintenance

and/or management responsibilities may be for any area or areas contained within the Community and in the event of such delegation or assignment, the Master Association shall not be precluded from any further assignment or delegation of all or a portion of its maintenance and/or management functions and responsibilities to one or more third parties or Declarant. Any such delegation or assignment of maintenance and/or management responsibilities and functions, shall be subject to the subsequent reassignment of such maintenance and/or management responsibilities and functions to the Master Association upon providing written notice of such reassignment prior to the effective date of reassignment of all or a portion of the maintenance and/or management functions and responsibilities that were originally delegated or assigned. The reassignment shall in no manner affect assessment responsibilities of Owners pursuant to Article V of this Declaration.

Section 5. Declarant's Easements. Declarant hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right (in and to, over, under, on, and across the Common Areas and all other portions of the Community, as well as across dedicated roadways, rights-of-way, and pedestrian paths for ingress and egress as required by Declarant's Officers, Directors, employees, agents, independent contractors, licensees and invitees for purposes of selling or leasing said Community to prospective purchasers, lessees and other invited guests, as well as to post signs and maintain sales and leasing offices; provided, however, that such access and use shall not unnecessarily interfere with the reasonable use and enjoyment of the Common Areas by the Owners and further provided, no sign or sales, leasing or marketing office shall be maintained upon a Lot conveyed to an Owner without the prior written consent of such Owner.

Section 6. Community Systems. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign, all or any portion of the Community Systems located within the Community, or all or any portion of the rights, duties or obligations with respect thereto, to the Master Association, one or more Sub-Associations or any other person or entity (including an Owner as to any portion of a Community System located on/in his Lot). Without limiting the generality of any other provisions hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant in connection therewith; provided that if the Master Association is the applicable entity, then the Community System or applicable portions thereof shall be deemed Common Areas hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as to those Community Systems or portions thereof as to other Common Areas unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of

the Master Association or any Owner or Sub-Association and (iii) if made to the Master Association, shall be deemed to have been automatically accepted with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed.

Section 7. Utility and Community Systems Easements. All public utilities in the Common Areas for the service of the Community shall, including without limitation, telephone, electricity and cable service, be installed underground except as otherwise permitted by Declarant. The Declarant, its designees, and the Foundation shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 8. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 9. Northern Palm Beach County Water Control District.

A. Each Owner covenants and agrees that its Lot or Unit, as the case may be, is located within the Northern Palm Beach County Water Control District (hereinafter referred to as the "District"), and such Owner further understands and agrees that he shall be responsible to pay such assessments or special assessments as may be levied by the Northern Palm Beach County Water Control District. Owner understands that the District's assessment rate is subject to change from year to year, depending upon the District's annual budget and the District's requirements for the maintenance of and improvements to the surface water management system and related systems which is a part of the Community Systems servicing the Community. The purpose of this provision is to disclose to Owner the obligations of Owner to the District.

B. The Master Association, the District, the Florida Department of Environmental Protection and South Florida Water Management District shall have equal and independent rights to enforce any and all of the covenants and restrictions set forth in the Declaration which apply to or are designed to protect the surface water management system which is a part of the Community Systems servicing the Community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either the restrained violation or to recover damages and, against the Lots or Units which violate any of the provisions of this Declaration, to enforce any liens created by these covenants. Failure by the Association, the District, the

THIS

ORB 8098 Ps 425

Florida Department of Environmental Protection, the South Florida Water Management District, or by any Lot or Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to so enforce create any liability on the part of the Association, the District, the Florida Department of Environmental Protection or the South Florida Water Management District. In any action or proceeding under this section, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees including attorneys fees on appeal.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in this Declaration or in any Supplemental Declaration), for each Lot or Unit within the Community as to which it is the Owner, hereby, respectively, covenants and agrees, and each Owner of any Lot or Unit theretofore subjected to this Declaration by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, other conveyance or hereunder, shall be deemed to covenant and agree, to pay to the Master Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and the Master Association as provided herein, including, but not limited to the Common Areas whether or not such items are on dedicated property or owned by Sub-Associations or otherwise, including such reasonable reserves as the Master Association may deem necessary, and capital replacement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided (the "Aggregate Assessment" as identified in Article I, Section 1 hereof). In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots, Units or Owners as contemplated in this Declaration. All assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used for carrying out any lawful purpose of the Master Association as provided in this Declaration, Articles or Bylaws, including, but not limited to, the maintenance, enhancement and operation of the Common Areas and to

provide services which the Master Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance, repair, replacement, payment of the cost to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized or required functions. The Master Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs and deferred maintenance, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or casualty loss, and (c) capital replacement of improvements to Common Areas or other areas maintained or serviced by the Master Association, and (d) for such other purposes as specifically determined by the Board of Directors of the Master Association.

Section 3. Annual Budget of General Expenses. The Master Association shall prepare an Annual Budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services that are to be provided by the Master Association and other expenses of the Master Association in the performance of its functions, duties and responsibilities under this Declaration, the Articles and Bylaws of the Master Association. The Annual Budget of General Expenses as provided herein shall consist of all Master Association expenditures with reference to maintenance and management of Common Areas and other functions and operations of the Master Association. General Expenses of the Master Association shall include, without limitation, maintenance of swale and other landscaped areas and open spaces, pedestrian paths, insurance coverages relative to Common Areas and the maintenance and operation of the Master Association, management costs and fees and any other expenses of the Master Association as may exist from time to time.

To the extent that Declarant has received revenues from the Ground Lessee of the Regional Mall Property for any or all of the following items, Declarant shall remit the full amount of such revenues to the Master Association and such revenues will appear as a credit applied against the Aggregate Assessment:

Revenues related to: i) cost of maintenance and repair of all roads as shown on Exhibit "B" attached hereto and made a party hereof; ii) the cost of maintenance of landscaping in certain median strips of the roads indicated on Exhibit "B" attached hereto and made a part hereof and the cost of irrigation thereof; iii) the cost of maintenance and energy costs for street lighting for those roads indicated on said Exhibit "B"; and iv) the cost of maintenance of those parks, landscaped areas and similar open spaces, drainage and retention areas, ponds, lakes and canals in

the Community so long as such items are part of the water management system of the Community.

The Master Association shall, at the same time as it prepares the Annual Budget, prepare a schedule which sets forth the Aggregate Assessment pursuant to the Annual Budget and the amount of the Aggregate Assessment for each Lot contained within the Community in accordance with the assessment rates as provided in Section 5 of this Article. To the extent that the Aggregate Assessment is insufficient to fund the services which the Master Association is authorized or required to provide, the Master Association may levy a special assessment to cover the cost thereof in accordance with the provisions of this Declaration and the Articles and Bylaws of the Master Association. Such special assessments may be levied and collected for repairs, services, capital or other replacements or betterments necessary, as determined by the Board, including but not limited to replacement of improvements to Common Areas or other areas maintained or serviced by the Master Association, or those expenses incurred in the event of a casualty, catastrophe, Act of God, or other unforeseen expenses incurred by the Master Association. Such special assessments shall be determined and assessed by the same proportionate shares provided herein for the Aggregate Assessment and in accordance with the assessment rates as provided in Section 5 of this Article.

Section 4. Responsibility for Master Association Assessments By Sub-Associations. Although each Owner of a Lot or Unit shall be personally obligated for the payment of assessments pursuant to this Declaration, in the event there are formed or created Sub-Association(s) at any time in the future, it shall be the option of the Master Association to collect Aggregate Assessments or other assessments from the Lot and Unit Owners through the Sub-Association(s) which shall in turn collect each Lot or Unit Owner's proportionate share of the such assessment of the Master Association, and the Sub-Association(s) shall remit same to the Master Association in the same time periods required for payment directly by the Lot or Unit Owner. In no manner shall the Master Association be obligated to utilize the Sub-Association as its collection agent, but may do so at its option and by written direction to the Sub-Association at the time of levying of the Aggregate Assessment, or any special or emergency assessment. In no manner shall the collection of Master Association assessments through Sub-Association(s) be deemed to obviate or waive any rights or remedies of the Master Association to proceed directly against Lot or Unit Owners in the event of failure of any Lot or Unit Owner to pay its share of any assessment levied by the Master Association pursuant to this Declaration. In the event the Master Association has delegated collection authority to any particular Sub-Association, the respective Sub-Association shall be liable in addition to the Lot or Unit Owner for the assessment against all of the properties subject to such assessment and covered by said

Sub-Association and any Lots or Units located therein or otherwise under the jurisdiction of said Sub-Association.

Section 5. Assessment Rates and Commencement Dates. The assessments provided for herein shall be at the rates, and shall commence, as provided below:

(a) Commercial Lots. The total share of assessments attributable to each Commercial Lot within the Community shall be assessed in an amount equal, from time to time to, eighty five (85%) percent of the Annual Budget multiplied by a fraction, the numerator of which will be the number of substantially completed gross leasable square feet rounded to the nearest square foot contained in the Commercial Lot, the denominator of which shall be Seven Hundred Thousand (700,000) gross leasable square feet until such time as the actual amount of substantially completed gross leasable square feet existing in the Community exceeds 700,000 gross leasable square feet, at which time the denominator shall be the total number of substantially completed gross leasable square feet contained from time to time within all Commercial Lots in the Community. The determination of an amount of assessment against each Commercial Lot shall be applied in a uniform manner consistent with this Article V of the Declaration. "Substantially completed" as used herein shall mean issuance of a Certificate of Occupancy by the applicable government body having jurisdiction over a Commercial Lot or Unit on the subject Lot. "Gross Leasable Square Feet" shall include those open spaces used in business activity as more particularly described in Article I, Section 21(a).

(b) Residential Lots. The total share of assessments attributable to Residential Lots within the Community shall be equal to fifteen percent (15%) of the Annual Budget. The share of each Residential Lot shall be equal, from time to time, to fifteen percent (15%) of the Annual Budget multiplied by a fraction, the numerator of which will be the number of Residential Units contained in each Residential Lot and the denominator of which shall be Three Hundred (300) Units until such time as the actual number of Residential Units in the Community exceeds Three Hundred (300) Units, at which time the denominator shall be the total number of Residential Units existing from time to time within the Community. The determination of an amount of assessment against each Residential Lot shall be applied in a uniform manner consistent with this Article V of the Declaration. In the event a Residential Lot consists of non-condominium residential apartment units, each unit therein shall be deemed a separate Residential Unit for purposes of assessment collection hereunder.

THIS

ORB 8098 Pg 429

(c) Commencement Dates. The commencement of assessments against each Lot which is now or hereafter becomes subject to assessment as aforesaid shall be the date upon which such property contains substantially completed Units or gross leasable square footage as evidenced by a Certificate of Occupancy issued for a Unit or building located on the Lot, as the case may be. The Aggregate Assessment shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board of Directors of the Master Association. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The Aggregate Assessment for any year shall be levied for the calendar year, but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

Subject to the provisions of Section 6 of this Article, the due date of any regular or special assessment, for any purpose authorized by this Declaration shall be fixed in the Board resolution authorizing such assessment.

(d) Common Areas and Certain Other Property. No Common Areas hereunder or any common areas or common elements of a Sub-Association shall be subject to direct assessment hereunder (although the share of common elements appurtenant to a condominium unit shall be subject to the lien for assessments applicable to such unit). The foregoing exemption shall also apply to parks and similar open spaces not included as a Lot; provided, however, that open space within a Commercial Lot or Residential Lot which is merely an appurtenance to or otherwise integrated with buildings, parking lots or other Improvements located thereon shall not be considered a "park" or similar open space within the meaning of this Section. Further, the foregoing exemption shall apply to any land owned by a publicly-regulated utility company (including, without limitation, Florida Power and Light Co., Southern Bell, Seacoast Utilities Authority, Peoples Gas System, Inc. and Northern Palm Beach Water Control District and their successors and assigns) as long as such land is used for or in connection with the provision of utilities (exclusive of business offices, retail outlets and the like). In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of the Declarant (or if the Declarant is no longer a Member of the Master Association, then the Board of Directors of the Master Association) shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

Section 6. Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment for each Lot for each assessment period, to the extent practicable, at least thirty (30)

days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto no less than thirty (30) days prior to the payment due date, except as to emergency assessments, for which seven (7) days written notice will be sent to each Owner. In the event no such notice of a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Nothing contained herein shall be deemed to require the Master Association to provide more than one (1) notice of an assessment to be paid in installments during any assessment period. For example only, if an annual assessment is to be paid in monthly installments, one (1) written notice by the Master Association to each Owner, at least thirty (30) days prior to the due date of the first installment is sufficient notice under this Article.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

With respect to those items and expenses described in the Annual Budget, the Master Association, through its Board of Directors, may make and levy special assessments in any calendar year such amounts as are necessary for the addition of capital repairs and replacements relating to the Common Areas which have not been previously collected as reserves or are not otherwise available to the Master Association upon approval by a majority of the Board of Directors of the Master Association. It is the intent of this section that such capital repairs and replacements need only be approved by a majority of the Board of Directors of the Master Association without any requirement for approval of such capital repairs and replacements by a vote of the Members or Voting Members.

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots and/or Units and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Master Association shall have all other powers provided herein and in its Articles of Incorporation and Bylaws.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation; the Lien; Remedies of the Master Association.
 If the installments of an assessment are not paid on the dates when due, then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or Unit, which shall bind such Lot or Unit in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as otherwise provided herein, the personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge not greater than ten percent (10%) of the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one (1) late charge as aforesaid) or the next twelve (12) months or four (4) quarters of installments may be accelerated and become immediately due and payable in full, and all sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, eighteen percent (18.0%) per annum) and the Master Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs of preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred in the applicable action together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action. The Master Association may bid at any sale held pursuant to such foreclosure and apply as a cash credit against its bid all sums due the Master Association covered by the lien being enforced. The Board of Directors, by a majority vote, may settle and compromise any lien if such settlement and compromise is in the best interest of the Master Association.

In the case of an acceleration of the next twelve (12) months or four (4) quarters of installments of an assessment, each installment so accelerated shall be deemed, initially, equal to the

amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and special assessments against such Lot or Unit shall be levied by the Master Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot or Unit as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated in the immediately succeeding Section of this Article.

Unless delegated to a Sub-Association, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.

Owners shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, to any grantee or lessee of such Owners.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Section 8. Subordination of the Lien. The lien of the assessment provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot or Unit and is in favor of any Institutional Mortgagee and is now or hereafter placed upon a portion of the Community subject to assessment; provided, however, that any such mortgage when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed-in-lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such mortgage, shall hold title subject to the liability and lien of any

THIS

ORE 8078 Pg 433

assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). The order of priority of liens hereunder shall be: ad valorem tax liens, liens of Institutional Mortgagees holding first mortgages, liens for Master Association assessments and liens for Sub-Association assessments (if any). Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided among, payable by and a lien against all Lots and Units as provided in this Article, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article shall be superior to liens for assessments of the Sub-Associations which may be referred to in declarations of condominium or of restrictions and protective covenants recorded with respect to certain Lots or Units. In the event only a portion of the assessments of the Master Association and a Sub-Association are collected, the amount collected shall be applied first to assessments of the Master Association and the balance, if any, shall then be paid to such Sub-Association.

Section 9. Collection of Assessments. Assessments levied pursuant hereto and pursuant to the applicable declarations for each Sub-Association shall be collected in the manner established pursuant to this Declaration. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

Section 10. Effect on Declarant.

A. In addition to and notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the Owner of any Lot or Unit within the Community, the Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots or Units as to which it is the Owner, or, (ii) fund any deficit in the General Expenses of the Master Association by virtue of paying the difference between the Aggregate Assessment and the total of the assessments paid by Lot and Unit Owners other than Declarant and revenues received from the Ground Lessee of the Regional Mall Property. The Declarant shall initially select either option (i) or (ii) above within three (3) months after the date upon which any Lot or Unit as to which the Declarant is the Owner, first becomes subject to this Declaration and, thereafter, Declarant may from time to time change options selected by giving written notice to such effect to the Master Association. When all Lots and Units within the Community are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, nor the Foundation, shall have further liability of any

kind to the Master Association for the payment of assessments, or contributions, whatsoever. Notwithstanding the foregoing, Declarant agrees that until there exists 700,000 substantially completed gross leasable square feet on Commercial Lots and 300 Residential Units on Residential Lots within the Community, Declarant shall fund any deficit of the General Expenses of the Master Association pursuant to sub-section (ii) above.

B. In addition to and not in lieu of the Declarant election stated in Section A. above, Declarant may from time to time, elect to receive credits from the Master Association to be applied against any assessments or other monetary obligations owed by Declarant to the Master Association for maintenance or other work performed or services provided by Declarant, its successors or assigns, as may be delegated or assigned to Declarant by the Master Association. The amounts of such credits shall be based upon the reasonable value of those maintenance functions and work performed or services provided by Declarant from time to time, as may be determined by Declarant, in its sole discretion. In no manner shall any credits granted to Declarant be used to decrease or otherwise diminish the assessment obligations of Lot or Unit Owners other than Declarant under this Declaration. Nothing contained herein shall require Declarant to pay assessments for Lots on which there does not exist a substantially completed building or Unit, as the case may be.

Section 11. Master Association Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses in accordance with the Annual Budget, and the entire amount of all special assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 12. Specific Damage. Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, children and guests) causing damage to any portion of the Community, including, without limitation, the Common Areas, as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and a special assessment shall be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereto relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

Section 13. Annual Statements. As soon as practical after the close of the fiscal year of the Master Association, the Master Association shall cause a financial statement to be prepared showing the actual assets and liabilities of the Master Association at the close of such fiscal year and a statement of revenues, costs

and expenses. Such financial statements shall be available for inspection by all Lot or Unit Owners and Sub-Association(s), if any. Upon written request, the Master Association shall furnish to each Member of the Master Association, and any holder, insurer, or guarantor of any first mortgage encumbering any of the Lots or Units, a copy of said financial statement at the offices of the Master Association. The Master Association shall furnish such financial statements to the Declarant upon such statements being made available after the end of each fiscal year.

ARTICLE VI

MAINTENANCE OF UNITS AND LOTS

Section 1. Exteriors of Units and Buildings. Each Owner shall maintain or cause to be maintained all structures (including all Units and Buildings) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Community. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of the Community and, as to Residential Lots, the portion thereof in which the Unit is located. Each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of his Unit or Building, with the same colors and materials as initially used or approved by Declarant and/or the "DRB" (as defined in Article IX hereof), as often as is necessary to comply with the foregoing standards.

Section 2. Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping, and all parking, pedestrian, recreational and other open areas, on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the developed portions of the Community and, as to Residential Lots, the portion thereof in which the Unit is located. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Community (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Any land not deemed to be a Common Area, but which exists up to the centerline of any unimproved road right of way which a Lot abuts shall be maintained by the Owner of such abutting Lot in the same manner and at the same time as the Lot is maintained, unless the Master Association, a Sub-Association, or Declarant expressly assumes such maintenance responsibilities.

Section 3. Remedies for Noncompliance. In the event of the failure of any Owner to maintain or cause to be maintained, his Unit, Building, or Lot in accordance with this Article, the Master Association or applicable Sub-Association (whichever at the time

has the power or duty to enforce this Article) shall have the right (but not the obligation), upon ten (10) days' prior written notice to the Owner at the address last appearing in the records of the Master Association, to enter upon the Owner's Lot or Unit and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs; the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration, or other applicable Covenants or Deed Restrictions (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Master Association, or an applicable Sub-Association, performs any remedial work on a Unit, Building or Lot, pursuant to this Article or any other applicable Covenants or Restrictions of the Declaration, the costs and expenses thereof shall be deemed a special assessment under this Declaration and may be immediately imposed by the Board of Directors of the Master Association or its designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than twenty five percent (25.0%) of the cost of the applicable remedial work (or the maximum amount permitted by applicable law, whichever is less), such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Master Association and/or the applicable Sub-Association, as appropriate, and their applicable designees, over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

Section 6. Sub-Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Sub-Associations and their common areas/ elements and all improvements thereto. Accordingly, as applied to a

Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its common areas/elements) and the terms Lot and Unit shall be deemed to include a Sub-Association's common areas/elements and all Improvements thereto. Any costs of remedial work or surcharge thereon applicable to a Sub-Association shall be paid directly by the Sub-Association, failing which the Master Association may, in addition to all other available legal and equitable remedies, withhold the amount of same from amounts collected on behalf of the Sub-Association and the Master Association is hereby granted a lien on such amounts for such purposes.

ARTICLE VII

CERTAIN RESTRICTIONS, RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article shall be applicable to the Community (or that portion thereof as may hereinafter be specified) and the use thereof but shall not be applicable to the Declarant, any of Declarant's designees, the Foundation, any builders or other purchasers who purchase their respective Lots or other land from Declarant and/or the Foundation as may be designated by Declarant.

If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on Declarant, the Master Association, all Sub-Associations and all other relevant persons and entities.

Section 2. Land Use and Building Type. No Residential Lot shall be used except for residential purposes. No building constructed on a Residential Lot shall be used except for residential purposes, except for such ancillary or other commercial uses as applicable zoning codes and other laws and ordinances may permit to be made of portions of otherwise residential buildings. Nothing contained herein, however, shall restrict construction or development of mixed use facilities wherein residential and commercial uses are combined on the same Lot. Without limiting the generality of the foregoing, temporary uses by Declarant and its designees for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected or approved by the Declarant (except if such changes are made by the Declarant) without the consent of Declarant, the DRB or its Sub-Association counterpart, as appropriate and as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering all or portions of the Community or by conveyance to the utility provider or the District and as provided herein. The area of each Lot covered by an easement and all improvements in the easement area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, the applicable Sub-Association, Declarant, the Foundation, and their respective heirs, personal representatives, successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plat. Public utilities as used herein shall not include cable television unless otherwise specifically granted by Declarant pursuant to a separate grant of easement document.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on within the Community nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Community at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant and/or Foundation during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building. The foregoing restrictions on gas tanks, gas containers and gas cylinders, shall not apply to medical gases safely used within Buildings according to applicable laws, codes and regulations, service stations or similar facilities or any other lawful commercial uses, however, any such uses shall be subject to prior written approval of Declarant and the Master Association. Further, this paragraph shall not apply to a temporary construction trailer maintained on a Lot during construction of a building so long as such construction trailer satisfies all applicable governmental laws, codes, ordinances, and regulations.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Residential Lot, except any sign used by a builder to advertise the company during the construction and sales period which sign shall be subject to the prior written approval of the Master Association or signage identifying the name of a residential development located on a Residential Lot. No sign of any kind shall be permitted to be

placed inside a Residential Unit or on the outside walls of such Unit or on any fences within residential portions of the Community, or on the Common Areas, or on dedicated areas, or on entryways or any vehicles within the Community, except such as are placed by the Declarant or another person or entity authorized by Declarant to do so. Without limiting the generality of any other Article hereof, in the event that similar requirements of a Sub-Association are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control. The foregoing restrictions on signs shall not apply to signs on Commercial Lots or Residential Lots containing non-condominium apartment buildings. To the extent signs are originally permitted by Declarant or the "DRB" to be erected thereon, such permission is subject to later modification to permit additional or different signage.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the Community, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the Community. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 8. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes (except as to permitted pet shops, or kennels being operated as Commercial Units, or part of Sub-Association common areas), and provided that they do not become a nuisance or annoyance to any Owner by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Master Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 9. Visibility at Intersections. No obstructions to visibility at street intersections or Common Area intersections shall be permitted.

Section 10. Commercial Trucks, Trailers, Campers and Boats. Restrictions, if any, on commercial trucks, trailers, campers and boats (particularly as to the parking or storage thereof) may be imposed and enforced by the applicable Sub-Associations; provided, however, that none of the same shall be

parked or stored within the Common Areas if the Master Association prohibits such parking or storage by regulations or otherwise.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted by the Master Association or any applicable Sub-Associations, may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle or if such vehicle is causing an obstruction or safety hazard on the Common Areas, in such lesser time period as the Master Association, in its sole discretion, determines. The Master Association shall not be liable to the owner for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 11. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Master Association (which may, but shall not be required to provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All solid waste containers shall comply with applicable Sub-Association restrictions and the standards adopted by the Master Association (or the DRB) for such containers (the latter to control over the former in the event of conflict).

Section 12. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Community except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

Section 13. Lakefront Property and Lakes. As to all portions of the Community which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

- (a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake or other body of water unless erected by the Declarant, subject to any and all governmental approvals and permits that may be required;

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted;

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof; and

(d) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

In order to provide for uniform water and waterbody vegetation control, no Sub-Association or Owner shall undertake the performance of same without the Master Association's approval.

Section 14. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the DRB or its equivalent for energy conservation purposes.

Section 15. Exterior Antennas, etc. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Improvement thereon, except that antennae, satellite dishes and similar equipment may be installed on Commercial Buildings if approved by the DRB (subject to such conditions and requirements as it may impose).

Section 16. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the DRB or its Sub-Association counterpart, whichever then has jurisdiction over such matters. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Community without making the cost of the aforesaid devices prohibitively expensive.

Section 17. Trees, Shrubs and Artificial Vegetation. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, may be cut down, destroyed or removed from a Lot or Sub-Association common areas/elements without the prior, express written consent of the DRB. No artificial grass, plants or other artificial vegetation, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Lot without the aforesaid DRB consent. The provisions of this Section 17 are not intended to apply to removal of vegetation as part of a Lot

Owner's original installations of landscaping improvements approved by the DRB.

Section 18. Irrigation. Irrigation from lakes and other water bodies within the Community or by wells shall not be permitted. No irrigation device shall be visible above or from the surface of the applicable water body. Any party using irrigation shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level or vegetation control caused by such irrigation use, and for repair or replacement of any discolored surfaces with which water comes into contact. If required by the Master Association or the DRB (or its Sub-Association counterpart, if applicable), the applicable irrigation equipment shall contain iron or other filtration devices or components. All irrigation shall comply with any irrigation plan for the Community or any appropriate portion thereof and all requirements of the Northern Palm Beach County Water Control District.

Section 19. Exterior Lighting. All exterior lighting shall be subject to prior approval by the DRB.

Section 20. Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the DRB. The DRB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any.

Section 21. Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the DRB as to style and location. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Residential Units, each Owner, on the request of the DRB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 22. Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, electricity, telephone and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies or as part of the Community Systems.

Section 23. Construction Scheduling. No outdoor construction or development activity of any kind will be permitted

within the Community on Sundays or legal holidays without the express prior written consent of the Master Association or the DRB.

Section 24. Off-Street Motor Vehicles. No motorized vehicles may be operated off of paved roadways and drives except as specifically approved in writing by the Master Association for the purpose of maintenance, construction or similar purposes and except as operated by the Master Association or its contractors, subcontractors or designees.

Section 25. Storage and Meter Areas. All storage areas of any kind upon any Lot, and all meters and similar areas located upon any such Residential Lot, shall be completely screened from view from the exterior of the Lot.

Section 26. Rental and Leasing. The Master Association shall have the right, but not the obligation, to adopt rules and regulations governing the rental or leasing of Residential Lots within the Community including, without limitation, establishing minimum lengths for the terms of rentals or leases and limits upon the frequency of rentals or leases. The rules and regulations governing rental or leases may vary between specific residential areas or neighborhoods of the Community and/or on the basis of building types (single family, condominium, etc.) as the Board of Directors of the Master Association, in its discretion, deems appropriate.

Section 27. Sub-Associations. All of the restrictions, requirements and obligations set forth in this Article shall apply to all Sub-Associations, if and when such Sub-Associations come into existence, their common areas/elements (and all improvements thereto) and their uses of all or any portions of the Community. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its common areas/elements), the terms Lot and Unit shall be deemed to include a Sub-Association's common areas/elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Sub-Association (regardless of where same occur).

Section 28. Additional Use Restrictions. The Board of Directors of the Master Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Community and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) or Unit(s), as the Board, in its sole discretion deems appropriate.

ARTICLE VIII
COMPLIANCE AND ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and Sub-Association, and the Foundation, and his/its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Master Association as contemplated herein as well as the covenants, conditions and restrictions of this Declaration.

Section 2. Enforcement. Failure to comply with any of such rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall also have the right to suspend rights to the Common Areas as specified herein.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner or Sub-Association for failure of an Owner, Sub-Association or any of the other parties described hereinabove, to comply with this Declaration or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner or Sub-Association of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or Sub-Association shall present reasons why fines should not be imposed. At least ten (10) days notice of such meeting shall be given;

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner, Sub-Association by not later than twenty-one (21) days after the Board of Directors meeting. The Owner or Sub-Association shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is questioned by the Owner or Sub-Association, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this paragraph;

(c) Amounts of Fines: The Board of Directors (if its or such panel's findings are made against the Owner or Sub-Association) may impose special assessments against the Lot owned by the Owner or Sub-Association or Unit as follows:

(1) First non-compliance or violation:
a fine not in excess of One Hundred Dollars
(\$100.00);

(2) Second non-compliance or violation:
a fine not in excess of Five Hundred Dollars
(\$500.00); and

(3) Third and subsequent non-compliance,
or violation or violations which are of a
continuing nature: a fine not in excess of
One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not
later than five (5) days after notice of the imposition
or assessment of the penalties;

(e) Collection of Fines: As to Owners, fines shall
be treated as a special assessment subject to the
provisions for the collection of assessments as set forth
herein, including, but not limited to, their bearing
interest from the dates when due until paid at the
highest lawful rate. As to Sub-Associations, the Master
Association may take any available legal or equitable
action necessary to collect fines and, without waiving
the right to do the foregoing, may deduct fines from
amounts collected on behalf of the Sub-Associations (the
Master Association being hereby granted a lien on such
amounts for such purpose);

(f) Application of Fines: All monies received from
fines shall be allocated as directed by the Board of
Directors; and

(g) Non-exclusive Remedy: These fines shall not be
construed to be exclusive, and shall exist in addition to
all other rights and remedies to which the Master
Association may be otherwise legally entitled; however,
any fine paid by the offending Owner or Sub-Association
shall be deducted from or offset against any damages
which the Master Association may otherwise be entitled to
recover by law from such Owner or Sub-Association.

ARTICLE IX

DEVELOPMENT REVIEW: GENERAL POWERS

The following provisions of this Article are subject to
those of the immediately succeeding Article hereof.

Section 1. Members of DRB. The Development Review Board of the Master Association, which is sometimes referred to in this Declaration as the "DRB", shall initially consist of three (3) members. The initial members of the DRB shall be designated by Declarant. Each of the initial members shall hold office until all Lots and Improvements planned for the Community have been constructed and conveyed (if appropriate), or sooner at the option of Declarant. Declarant shall have the right to remove and replace the DRB Members appointed by it at any time and from time to time. Thereafter, each new member of the DRB shall be appointed by the Board of Directors of the Master Association and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the DRB may be removed at any time without cause, subject to the rights of the Declarant as aforesaid. The Members of the DRB need not be Members of the Master Association.

The members of the DRB may be compensated for their services as such, in which event such compensation shall be a common expense of the Master Association. The DRB may, with the approval of the Board of Directors of the Master Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to the compensation of the DRB member and other expenses of the DRB (including, without limitation, overhead, development review, enforcement and other Master Association expenses reasonably allocable to the DRB).

In addition to the power and duties set forth hereinbelow, the DRB shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Community by Declarant and/or the Foundation (by way of specific deed restrictions or contract) as Declarant shall, in its sole discretion, if at all, elect to have it enforce (subject at all times to Declarant's and/or the Foundation's right to modify or revoke such right and duty). Such election may be made by Declarant and/or the Foundation in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Declarant's and/or the Foundation's rights to enforce same. Further, Declarant may provide for specific criteria and procedures to be used by the DRB in such regard (subject to later modification), absent such provision the DRB shall proceed in the manner set forth in this Article. Unless otherwise specifically provided by the Declarant and/or the Foundation in the applicable instrument, the rights and duties of the DRB shall not be delegable to a Sub-Association.

Section 2. (a) Review of Proposed Construction. Subject to other applicable Sections below, no building, fence, wall or other structure or Improvement (including, but not limited to, landscaping or other Improvements or changes thereto of any kind)

shall be commenced, altered, removed, painted, erected or maintained in the Community nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the DRB (after first having been approved by a Sub-Association or architectural control committee thereof, if required by the DRB, which requirement may be imposed after the initial submission for approval). The requirements and procedures of this Article shall also apply to interior alterations to Commercial Units when such alterations would have an effect upon the use of the exterior portions of the applicable Commercial Lot(s) (including, without limitation, as to the use of parking spaces or facilities). The DRB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Community as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alteration, removal or addition is to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The DRB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The DRB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The DRB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions of samples of exterior materials and colors. Until receipt by the DRB of any required plans and specifications, the DRB may postpone review of any plans submitted for approval. Upon such receipt, the DRB shall have thirty (30) days in which to accept, reject or modify any proposed plans and if the DRB does not reject or modify same within such period, said plans shall be deemed approved as submitted. The DRB herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The provisions of this Article shall apply not only to Lots and Units, but also to common areas or common elements of Sub-Associations.

(b) Energy Plans. The DRB shall develop and implement, with the assistance of energy consultants selected by Declarant, an energy plan for each phase of the Community, covering all aspects of the project. Said energy plan shall be submitted to the Treasure Coast Regional Planning Council (the "Council") and the City of Palm Beach Gardens (the "City") for their review and comment, and copies thereof shall be provided to Florida Power & Light Co., the Seacoast Utilities Authority and Peoples Gas System, Inc. or their respective successors or assigns. The Council and the City shall have a maximum of sixty (60) days to review the plans and comment before any final DRB action. The DRB shall consider those comments in making its development decisions.

Section 3. Meetings of the DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate a DRB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRB, except the granting of variances as hereinbelow provided. In the absence of such designation, the vote of any two (2) members of the DRB shall constitute an act of the DRB.

Section 4. No Waiver of Future Approvals. The approval of the DRB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the DRB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the applicant (who may be an Owner or an appropriate Sub-Association) for such approval (the "Applicant") shall give written notice of completion to the DRB;

(b) Within sixty (60) days thereafter, the DRB or its duly authorized representative may inspect such improvement. If the DRB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same;

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall

have failed to remedy such noncompliance, the DRB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Master Association, upon demand, for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Master Association. If such expenses are not promptly repaid by the Applicant to the Master Association, the Board shall levy a special assessment against such Applicant and his property for reimbursement. In the event said Applicant is a Sub-Association, the aforementioned special assessment shall be levied against all Units or Lots in the Sub-Association in proportion to their respective share of the common expense of said Sub-Association; and

(d) If for any reason the DRB fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the Improvement shall be deemed to have been made in accordance with said approved plans.

Section 6. Non-Liability of DRB Members. Neither the DRB nor any member thereof, nor its duly authorized representative, shall be liable to the Master Association, any Sub-Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the DRB's duties hereunder. The DRB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Community. The DRB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and/or some of the procedures set forth herein and, without limiting the generality of other applicable provisions hereof, may alter the procedures set forth herein as to any such designee.

Section 7. Sub-Associations. Notwithstanding any exercise of any development review/architectural control functions as to Lots and Units by a Sub-Association pursuant to a delegation made by the Association, the DRB shall exercise, and every Sub-Association shall be bound by, the provisions, requirements and

procedures of this Article, which shall at all times apply to all Sub-Associations and their common areas/elements.

Section 8. General Powers of the Master Association. The Master Association (and the DRB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken, and the Master Association shall have the absolute power to require specific action to be taken, by the Sub-Association in connection with applicable sections of the Community. Without limiting the generality of the foregoing, the Master Association (and the DRB, as appropriate) may veto any decision of any Sub-Association (or development review board or other committee thereof), and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed Sub-Association budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Sub-Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time.

Section 9. Exceptions from DRB Control. Notwithstanding the foregoing Sections of this Article, the DRB shall not have jurisdiction over, and the requirements contained in this Article shall not apply to the Declarant, any of its designees, or the Foundation.

Section 10. Declarant Approvals. Notwithstanding the foregoing provisions or anything else to the contrary contained in this Declaration, any approval by the Declarant or Foundation concerning proposed construction, development, structures, improvements, modifications or alterations, shall be deemed to satisfy the requirements of this Article IX and be given the full weight and authority of an approval of the Development Review Board pursuant to this Article IX.

ARTICLE X

MASTER ASSOCIATION; SUB-ASSOCIATIONS AND DECLARANT

Section 1. Preamble. In order to ensure the orderly development, operation and maintenance of the Community and the properties subject to the potential administration of Sub-Associations as integrated parts of the Community, this Article has been promulgated for the purpose of (1) giving the Master Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 2. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Declarations for the Sub-Associations, if any, provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Sub-Association shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Sub-Associations (as provided elsewhere herein).

Section 3. Development Review, Maintenance and Use Restrictions. The Master Association (through the DRB) shall exercise the architectural control/development review functions reserved herein, subject to the development review and approval rights of the Declarant. Further, the DRB shall carry out the functions provided to be carried out by it hereunder, notwithstanding the fact that a Sub-Association does likewise within its jurisdiction; provided, however, that in such case (i) any submission to the DRB shall be accompanied by the approval of the subject matter thereof by the applicable Sub-Association (so that the DRB shall not consider any submission prior to its approval by all lower applicable associations which have a right of such approval, (ii) the review period of such a submission shall be shortened to twenty (20) days and (iii) a disapproval of the DRB shall supersede and control over an approval of a Sub-Association.

The Master Association and each Sub-Association shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control and provided further that if a Sub-Association fails to enforce its respective restrictions, the Master Association shall have the absolute right, but not the obligation, to do so and to allocate the cost thereof to the applicable Sub-Association.

Section 4. Delegation of Other Duties. The Master Association shall have the right to delegate to a Sub-Association(s) on an exclusive or non-exclusive basis, such duties as the Master Association shall deem appropriate. Such delegations shall be made by written notice to the Sub-Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

Section 5. Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Sub-Association pursuant hereto, the Sub-Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses,

THIS

ORB 8098 Pg 452

damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Sub-Association's performance, non-performance or negligent performance thereof.

Section 6. Certain Reserved Functions of the Master Association. In the declaration or similar instrument for any Sub-Association, the following powers, rights and duties (and all remedies necessary and convenient to exercise or enforce same) are hereby reserved to the Master Association and/or DRB, as appropriate (unless subsequently waived or delegated in a written instrument expressly intended to have such effect):

- (a) all restrictions, requirements, duties and procedures as to maintenance of Units and Lots, restrictions, rules and regulations and development review as same apply to Sub-Associations, their common areas/elements and activities within the Community, Owners and their Lots, Units and activities within the Community (particularly, but without limitation, as to activities within the Common Areas); and
- (b) any and all provisions of this Declaration as to Owners and their Lots, Units and activities to the extent that a Sub-Association is initially responsible therefor but has failed to perform such responsibility.

As used in this Section, the term Owner shall include any family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner. Any action taken by the Master Association or the DRB pursuant to this Section shall not alter, waive or impair the Master Association's or DRB's right to compel a Sub-Association to take any action required of it in the same or different instances. Further, in the event that a Sub-Association fails to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Master Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Sub-Association if such failure continues for more than fifteen (15) days after notice is given by the Master Association.

Section 7. Declarant Consent. For so long as Declarant owns one Lot, Unit or other real property in the Community, no Declaration of any Sub-Association or association other than the Master Association may be recorded in the Public Records of Palm Beach County, Florida without the written consent and joinder of Declarant hereunder.

ARTICLE XI

REGIONAL MALL AND PUBLIC ACTIVITY DISCLOSURE

Section 1. Disclosure. Each Owner acknowledges that owning property or using amenities or rights of way adjacent or in close proximity to a regional shopping mall involves certain risks which may have an effect on the Owner's enjoyment or use of his Lot or Unit, the Common Areas, rights of way or other land within the Community. Each Owner further acknowledges that from time to time there may be certain public or civic activities located within the Community, such as, for example, carnivals, art shows, street festivals, etc. which activities similarly involve certain risks which may have an effect on the Owner's enjoyment or use of his Lot or Unit, the Common Areas, rights of way or other land within the Community. Each Owner acknowledges that such risks may include (as example and not as a limitation on the generality of such risks) periodic increases in vehicular or pedestrian traffic within the Community by persons shopping in or visiting the mall or public activities, noise or lights associated with the operation of the mall and any promotional or public relations activities related to the mall or other public activities. Each Owner hereby acknowledges that such activities may at times result in certain annoyance or inconvenience to Owners or other residents. Each Owner hereby expressly assumes such risk and agrees that neither Declarant nor the Foundation or any of their respective employees or agents shall be liable to Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Unit or the Common Areas, the rights of way, or other land within the Property or Community to such regional mall and public activities within the Community, including without limitation, any claim arising in whole or in part from the negligence of Declarant or the Foundation or any of their respective employees or agents. Each Owner hereby agrees to indemnify and hold harmless Declarant and the Foundation against any and all claims by Owner, Owner's family, lessees, guests, invitees or licensees with respect to the above.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Declarant, the Foundation, the Master Association, any Sub-Association, the Owner of any land subject to this Declaration and the DRB, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration

THIS

ORB 8078 Pg 454

is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of all Lots in the Community, and the mortgagees of one-hundred percent (100%) of the Lots agreeing to revoke said covenants has been recorded and Declarant has given its prior written consent thereto. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered, telecopied or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing. It shall be the duty of each Sub-Association to keep the Master Association advised of the names, telecopier numbers, if applicable, and addresses of the Sub-Association's members and any changes thereto.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Master Association, the Declarant, the Foundation, the DRB, any Sub-Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time (including, without limitation, in order to meet any requirements, standards or guidelines of FNMA, FHLMC, or FHA as to all or any portion of the Community) upon the execution and recordation of an instrument executed by the Declarant alone, for so long as it holds title to any Lot or Unit affected by this Declaration; or alternatively, by approval at a meeting of Voting Members by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the Voting Members of the Association, provided

that so long as the Declarant is the Owner of any Lot or Unit affected by the Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest. In the event that, at any time, the Foundation is not the Declarant, no amendment may be made which, in the opinion of the Foundation, adversely affects either or both their interests without their joint consent. The foregoing sentence may not be amended.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Master Association and the Articles shall take precedence over the Bylaws.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 8. Standards for Consent, Approval, Completion, Other Action And Interpretation. Whenever this Declaration shall require the consent, substantial completion, or other action by the Declarant, the Foundation, the Master Association or the Development Review Board, such consent, approval or action may be withheld in the sole discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant, the Foundation, the Master Association or the DRB shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant, the Foundation, the Master Association or DRB, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel of the Master Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant or easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners shall upon reasonable request by the Declarant or Master Association execute any instrument as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of the such provisions.

This

ORB 8078 Pg 456

Section 10. Notices and Disclaimers as to Community Systems. Declarant, the Foundation, the Master Association, any Sub-Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator") may, but are not obligated to, enter into contracts for the provision of security services through any Community Systems. DECLARANT, THE FOUNDATION, THE MASTER ASSOCIATION, ALL SUB-ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNATED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE FOUNDATION, THE MASTER ASSOCIATION, THE APPLICABLE SUB-ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT, THE FOUNDATION OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS 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 security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that Declarant, the Foundation, the Master Association, all Sub-Associations or any successor, assign or franchisee thereof and any Operator assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including without limitation, failure in transmission of an alarm, interruption of security 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, active or otherwise, of the security service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider.

Every Owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury or death 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, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Foundation, the Master Association, all Sub-Associations, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum

THIS

ORB 8098 Pg 457

not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Foundation, the Master Association, any Sub-Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Declarant, the Foundation, the Master Association, any Sub-Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Community System services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

Section 11. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE COMMUNITY, WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 12. Limitation on Master Association. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located within the Community which would cause the Association to be subject to Chapter 718, Florida Statutes, shall be null, void and of no effect to the extent; but only to the extent, that such existence or exercise is finally determined to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a

condominium association, nor the Common Areas be deemed to be common elements of any such condominium, within the meaning of applicable laws or administrative rules for any purpose.

Section 13. Notices and Disclaimers As To Water Bodies. NEITHER DECLARANT, THE FOUNDATION, THE MASTER ASSOCIATION, ANY SUB-ASSOCIATION(S) NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE INHABIT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 14. Certain Reserved Rights of Declarant With Respect To Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of County; and

(c) the right to offer from time to time security services through the Community Systems.

Section 15. Use of Community Name. All parties owning or otherwise making any use of any portion of the Community shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that (i) "MacARTHUR CENTER" is, or will become, a registered trademark of the Declarant, (ii) except as provided below, no usage of that mark or name will be made in naming or referring to any business or activity within or outside of the Community or in describing or referring to the location of any business or enterprise conducted within or outside of the Community and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of the Declarant.

Section 16. Governing Law. The terms, covenants and conditions of this Declaration shall be construed, governed and enforced in accordance with the laws of the State of Florida.

Section 17. Assignment. Any of the rights, powers, obligations and easements and estates reserved by, or granted to the Declarant or the Association may be assigned in whole or in part by Declarant or the Association, as the case may be. Any such assignment shall be in writing and recorded in the Public Records of the County. After such assignment, the assignee shall have the same duties as did the Declarant or the Association prior to the assignment, and the Declarant and Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

Section 18. Captions. The captions used in this Declaration and exhibits attached hereto, amendments thereof and supplements thereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof and supplements thereto.

Section 19. Plats. In addition to this Declaration, the Community shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats of portions of the Property which are recorded or to be recorded in the Public Records of the County.

Section 20. Gender and Plurality. Whenever the context so requires, the use of the masculine gender shall include the feminine gender, the use of the singular shall include the plural, and the use of the plural shall include the singular.

Section 21. Owner Acceptance and Ratification. By acquisition of title to real property subject to this Declaration, each Owner thereby irrevocably ratifies, approves and affirms all

provisions of the Declaration and actions of the Board with respect to the method of determination and collection of assessments and assessment rates for the year during which such Owner acquired title to his respective Lot, Unit, or other real property, regardless of whether the Owner's property consists of Residential Lots or Units or Commercial Lots or Units.

Section 22. Joinder By NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT. This Declaration is being joined and consented to by the NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT to acknowledge their consent to the recordation of the Declaration against title to the Community and to subject the interest of the NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT therein to the effect of this Declaration except as otherwise set forth herein. Notwithstanding anything contained elsewhere or to the contrary in this Declaration, in no manner shall the District be considered a Lot or Unit Owner or Member of the Master Association or Sub-Association as said terms are defined in this Declaration. It is intended that as to all areas within the Community which are, or may in the future be, owned by or dedicated to the District or in which the District has an easement interest ("District Property"), such areas shall in no manner be deemed as part of a Lot, Unit, or Community System but rather shall be considered Common Areas and entitled to such exemption as contained in Article V, Section 5, paragraph (d). In the event any Supplemental Declaration is filed by Declarant, its successors or assigns, if such Supplemental Declaration applies to or affects District Property, the District's prior written consent to such Supplemental Declaration shall be required which consent shall not be unreasonably withheld. Further, the District shall not be subject to any fees, liens or assessments for the privilege of allowing its property to be made subject to this Declaration. If the Master Association Sub-Association or Declarant propose to maintain or make any installation, perform any construction, re-construction or capital improvement on District Property, such maintenance, installation, construction, re-construction or capital improvement shall require, as for maintenance, the prior written consent of the District which will not be unreasonably withheld and as for all other improvements, the prior submission of a permit application to the District and issuance of a permit. The Master Association, Sub-Association and Declarant shall not impose a fee, lien or assessment for use of drainage areas as part of any fee imposed for recreational facility use allowable under this Declaration. No easements reserved to or created by Declarant and/or the Master Association pursuant to this Declaration shall be applicable to the existing or future interests of the District in those areas of the Community owned by or dedicated to the District or in which the District has an easement interest unless approved in recordable form by the District. The District shall not be subject to any regular or special fee, assessment or lien of the Master Association under this Declaration and shall be exempt from those

ORB 8098 Pg 461

restrictions, rules and regulations of Article VII of this Declaration.

Section 23. Joinder By THE MacARTHUR CENTER PROPERTY OWNERS ASSOCIATION, INC. This Declaration is being executed by MacARTHUR CENTER PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation to acknowledge its joinder in, and the subjection of the Community and its interest therein, to the terms and conditions of this Declaration.

EXECUTED as of the date first above written.

Declarant:

Signed, sealed and delivered
in the presence of:

JOHN D. AND CATHERINE T.
MacARTHUR FOUNDATION

Dorothy M. Weber
(Signature of Witness)

DOROTHY M. WEBER
(Print Name of Witness)

Jennifer Jacks
(Signature of Witness)

JENNIFER JACKS
(Print Name of Witness)

By: L.L. Landry
Name: LAWRENCE L. LANDRY
Title: VICE PRESIDENT ADD/CEO

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th
day of January, 1994 by L.L. LANDRY
as Vice President of JOHN D. and CATHERINE T. MacARTHUR
FOUNDATION, an Illinois not-for-profit corporation, on behalf of
such corporation. He/she is personally known to me, or has produced
(type of identification) as identification.

Jennifer Jacks
Notary Public & Signature

JENNIFER JACKS
Notary Public - Print Name
Commission Number:
My Commission Expires:

JENNIFER JACKS
Notary Public - State of Florida
My Commission Expires February 26, 1994
Commission No. AA 763706

This

ORB 8098 Pg 462

Joinder by NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT
pursuant to Article XII, Section 22 hereof:

WITNESSES:

NORTHERN PALM BEACH COUNTY
WATER CONTROL DISTRICT

William P. Sklar
William P. Sklar
Kenneth W. Edwards
Kenneth W. Edwards

By: William Kerslake
William Kerslake
Chairman

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12th
day of January, 1994 by WILLIAM KERSLAKE, as Chairman of
the NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT, on behalf of
such corporation. He is personally known to me or has produced
N/A (type of identification) as
identification.

Robertta Anne Clayton Macleod
Notary Public - Signature

Notary Public - Print Name
Commission Number:
My Commission Expires:

ROBERTA ANNE CLAYTON MACLEOD
My Comm Exp. 6-22-95
Bonded By Service Ins
No. CC286699
Notary Public
State of Florida
Notary Public
Bonds by Service Ins
No. CC286699
Notary Public
State of Florida

ORB 8098 Pg 463

Joinder by THE MacARTHUR CENTER PROPERTY OWNERS ASSOCIATION, INC. pursuant to Article XII, Section 23 hereof:

WITNESSES:

THE MacARTHUR CENTER PROPERTY OWNERS ASSOCIATION, INC.

Dale E. Smith
(Signature of Witness)

By: Dale E. Smith
Dale E. Smith, President

DALE E. SMITH
(Print Name of Witness)

Dorothy M. Weber
(Signature of Witness)

Dorothy M. Weber
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 TH day of JANUARY, 1994 by DALE E. SMITH as PRESIDENT of the MacARTHUR CENTER PROPERTY OWNERS ASSOCIATION, INC., on behalf of such corporation. He/she is personally known to me or has produced (type of identification) as identification.

Dorothy M. Weber
Notary Public - Signature

Dorothy M. Weber
Notary Public - Print Name
Commission Number:
My Commission Expires:



DOROTHY M. WEBER
MY COMMISSION # CC 237000 EXPIRES
October 20, 1998
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT "A"

ORE 2098 P3 464

LEGAL DESCRIPTION

A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 42 SOUTH, RANGE 43 EAST, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST (NW) CORNER OF SAID SECTION 5, THENCE SOUTH 89°16'50" EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1932.73 FEET; THENCE SOUTH 00°47'03" WEST, A DISTANCE OF 295.16 FEET; THENCE SOUTH 89°16'50" EAST, A DISTANCE OF 295.16 FEET; THENCE NORTH 00°47'03" EAST, A DISTANCE OF 295.16 FEET, THE LAST THREE COURSES BEING COINCIDENT WITH THOSE LANDS AS DESCRIBED IN O.R.B. 2307, PAGE 1868, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°16'50" EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 400.00 FEET TO THE NORTH ONE-QUARTER CORNER (N1/4) OF SAID SECTION 5; THENCE SOUTH 89°16'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 5, A DISTANCE OF 55.00 FEET; THENCE SOUTH 01°05'31" WEST, ALONG THE WESTERLY R/W LINE OF PROSPERITY FARMS ROAD, AS SHOWN ON THAT MAP PREPARED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT, NO. 3-70-001 R/W, A DISTANCE OF 660.01 FEET; THENCE CONTINUE SOUTH 01°05'31" WEST, ALONG THE SAID WESTERLY R/W LINE, A DISTANCE OF 979.81 FEET, THENCE NORTH 88°15'18" WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH R/W LINE, OF THAT COUNTY ROAD KNOWN AS IDLEWILD ROAD, A DISTANCE OF 46.20 FEET, THENCE SOUTH 00°47'03" WEST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 5, A DISTANCE OF 12.61 FEET; THENCE NORTH 89°16'50" WEST, A DISTANCE OF 1323.04 FEET; THENCE NORTH 01°05'58" EAST, A DISTANCE OF 10.54 FEET, THE LAST FIVE (5) COURSES BEING COINCIDENT WITH THOSE LANDS AS DESCRIBED IN O.R.B. 1637, PAGE 695, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°53'53" WEST, A DISTANCE OF 1322.96 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE SOUTH 01°25'01" WEST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 656.01 FEET; THENCE SOUTH 88°53'53" EAST, A DISTANCE OF 1326.60 FEET, THE LAST THREE COURSES ARE COINCIDENT WITH THOSE LANDS AS DESCRIBED IN O.R.B. 2900, PAGE 77, AND O.R.B. 3317, PAGE 451, OF THE PUBLIC RECORDS, OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°05'58" WEST, A DISTANCE OF 595.78 FEET; THENCE NORTH 88°51'28" WEST, ALONG A LINE SIXTY (60) FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 5, A DISTANCE OF 1329.89 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 5, THENCE NORTH 88°45'08" WEST, ALONG A LINE SIXTY (60) FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ONE-HALF (N1/2) OF SAID SECTION 6, A DISTANCE OF 2744.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF

RECORDERS MEMO: Legality
of Writing, Typing or Printing
unsatisfactory in this document
when received.

EXHIBIT "A" (CONT'D)

LEGAL DESCRIPTION (Cont'd)

15°18'09", AND AN ARC DISTANCE OF 781.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 75°56'43" WEST, A DISTANCE OF 1233.86 FEET, THE LAST FOUR COURSES BEING COINCIDENT WITH THE NORTH R/W LINE OF P.G.A. BOULEVARD, AS DESCRIBED IN O.R.B. 2353, PAGE 1529, AND O.R.B. 2772, PAGE 1782, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 14°05'09" WEST, A DISTANCE OF 1233.26 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2654.93 FEET, A CENTRAL ANGLE OF 15°25'02", AND AN ARC DISTANCE OF 714.38 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°19'52" EAST, A DISTANCE OF 1074.57 FEET, THE LAST THREE COURSES BEING COINCIDENT WITH THAT R/W FOR ALT. A-1-A, AS DESCRIBED IN DOCUMENTS 93090-2521, PARCEL 100.1R, AS EXECUTED ON JUNE 24TH, 1981; THENCE SOUTH 88°44'48" EAST, A DISTANCE OF 503.33 FEET; THENCE NORTH 01°34'00" EAST, A DISTANCE OF 303.00 FEET; THENCE NORTH 88°44'48" WEST, A DISTANCE OF 530.52 FEET, THE LAST THREE COURSES BEING COINCIDENT WITH THOSE LANDS AS DESCRIBED IN O.R.B. 1310, PAGE 42, OF THE PUBLIC RECORDS, OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°15'12" EAST, A DISTANCE OF 0.10 FEET; THENCE NORTH 44°42'22" EAST, A DISTANCE OF 48.08 FEET; THENCE SOUTH 88°44'48" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°15'12" EAST, A DISTANCE OF 3.00 FEET; THE LAST FOUR COURSES ARE COINCIDENT WITH THE SAID EASTERLY R/W LINE OF ALT. A-1-A; THENCE SOUTH 88°44'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2462.99 FEET, TO THE NORTH ONE-QUARTER (N1/4) CORNER OF SAID SECTION 6; THENCE SOUTH 88°45'01" EAST, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 6, A DISTANCE OF 2653.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 458.185 ACRES, MORE OR LESS.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

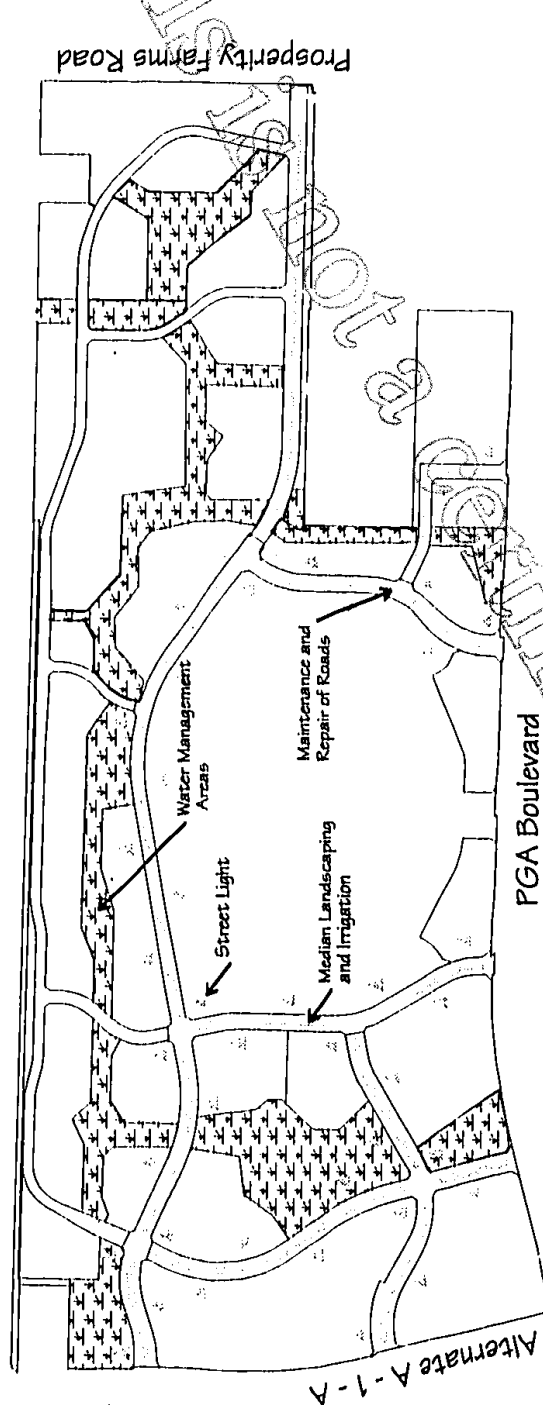
Return to: (enclose self-addressed stamped envelope)

Name





Address:

ORB 8098 Pg 466
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):



Legend

-  Roads
-  Median Landscaping & Irrigation
-  Street Lights Maintenance & Energy Cost
-  Parks, Open Space, Drainage & Retention Areas



Prepared:
Jan. 27, 1994

Exhibit B

The MacArthur Center POA, Inc.
Areas of Forbes/Cohen Properties
Maintenance Contribution