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Palm Beach County, Florida

THIS INSTRUMENT PREPARED BY:
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2550 Brickell Bay View Centre
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Miami, Florida 33130

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
TURTLE CAY**

This Declaration of Covenants, Conditions and Restrictions of Turtle Cay is made by Continental Homes of Florida, Inc., a Florida corporation (the "Declarant") this 1st day of August, 2002.

WITNESSETH:

Declarant is the owner of the property located in Palm Beach County, Florida, and more particularly described in Exhibit "A" attached hereto; and

Declarant intends to develop the real property described in Exhibit "A" subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth.

Now, Therefore, Declarant hereby declares that all of the real property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and to provide a uniform plan of development for the same. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, 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.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Master Association as they may exist from time to time.

B. The terms "Common Area" and "Common Areas" shall mean and refer to the property described in Exhibit "A-1" hereto.

C. "Declarant" shall mean and refer to Continental Homes of Florida, Inc., a Florida corporation, its successors and assigns.

D. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be

amended.

E. "Developer" shall mean and refer to any person or business entity who acquires any of the Property for the purpose of improving same and selling same as improved.

F. "Development Plan" shall mean and refer to the approved Site Plan - Development Order as approved by City of Riviera Beach or Palm Beach County. Development Plans are customarily changed by developers as development progresses, and because the future development of Turtle Cay is subject to revision and change by the Declarant, all references to the Development Plan shall be references to the latest revision approved by the appropriate governmental agencies.

G. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, or townhouse unit, located within the Property. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

H. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Master Association.

I. "Institutional Lender" or "Institutional Mortgagee" shall mean and refer to the holder of a mortgage encumbering a Residential Lot or Family Dwelling Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, and the United States Veterans Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

J. "Master Association" or "Turtle Cay Master Homeowners' Association" shall mean and refer to Turtle Cay Master Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

K. "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

L. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, whether it be the Declarant, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

M. "Property" or "Turtle Cay" shall mean and include the real property subject to this Declaration as same may be amended from time to time, and at this

time consists of that certain property described in Exhibit "A". In the event the Declarant decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Declarant decides to delete certain real property from Turtle Cay, this Declaration shall be amended to delete said property from the provisions hereof. No property can be deleted from the provisions hereof without the prior written consent of the City of Riviera Beach - City Attorney's Office. Furthermore, no such amendment of this Declaration may be undertaken to delete any property: (a) if said property is not owned by the Declarant at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, optionee of access to or from property owned or optioned by said Owner or optionee.

N. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

O. "Reasonable Attorneys' Fees" means and includes reasonable attorneys fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Turtle Cay, including but not limited to the Board of Directors of the Master Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

P. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool, tot lot, and also include any personal property acquired by the Master Association for use in connection with any of the foregoing, which are used by or are intended by the Master Association for recreational uses.

Q. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.

R. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.

S. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding or deleting property to Turtle Cay pursuant to the provisions of Article II hereof, or (2) any such declaration affecting all of the Property.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. Because it is customary for developers to change the Development Plans during the course of development, and although the Declarant intends to develop Turtle Cay in accordance with the Development Plan, the Declarant hereby reserves the right to review, modify, or amend the Development Plan from time to time in its sole discretion and at its option, including but not limited to adding or deleting real property, increasing or decreasing density, relocating, and reducing or increasing lakes and open or green areas; provided, however, that any such changes may only involve property then owned by the Declarant unless the Owner thereof consents to such change. The Declarant shall not be required to follow any

predetermined order of improvement and development within Turtle Cay; and it may bring within this Declaration lands and develop them before completing the development of Turtle Cay. The Declarant shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the various types of memberships of the Master Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

- A. Future Phases.** The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Master Association being required, to subject to this Declaration, additional properties as future phases of Turtle Cay. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the additional property. Any such modification shall have no effect on the real property described in Exhibit "A" except as may be consistent with this Declaration.
- B. Other Additions.** Upon approval in writing of the Declarant while there is a Class B Membership, or the Master Association thereafter, and subject to all applicable zoning codes, the owner of any other real property who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to such additional property, which Supplemental Declaration, if duly executed by both said owner and the Declarant, or the Master Association if the Declarant's approval is not required by this paragraph, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, or the Master Association, if the Declarant's consent is not required by this paragraph, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described on Exhibit "A" except as may be consistent with this Declaration.
- C. Rights of West Riviera.** It is acknowledged that as of the recording of this Declaration, the property described in the attached Exhibit "B" (the "West Riviera Property") is owned by West Riviera, LLC, a Florida limited liability company ("West Riviera"). Reference to "West Riviera" shall also be deemed to include its successors, assigns or one or more developers (individually "Other Developer" and collectively "Other Developers") to whom West Riviera may sell, transfer or convey the West Riviera Property in the event Declarant does not acquire such property from West Riviera pursuant to that certain De Novo Contract for Purchase and Sale of Real Property dated June, 2001 (the "Sale Agreement"), and any such successor, assigns or Other Developer(s) shall have the rights of West Riviera as contained in this Article II(2)(C). In the event Declarant does not acquire the West Riviera Property in accordance with the Sale Agreement, then West Riviera shall have the right to amend this Declaration to include the West Riviera Property within this

Declaration. In the event that all or any portion of the West Riviera Property is conveyed to an Other Developer(s), West Riviera shall have the right to record a certificate to that effect in the Public Records of Palm Beach County, Florida. West Riviera shall not be the Declarant hereunder, nor have any duties, obligations, or liabilities hereunder, except as hereafter set forth. Notwithstanding the foregoing, so long as West Riviera owns any of West Riviera Property and it is made part of the Property, West Riviera shall have the right at any time to: (i) become a Declarant hereunder as to the West Riviera Property; and/or (ii) to exercise any or all of the rights of Declarant with respect to any or all of the West Riviera Property then owned by West Riviera, by written notice to the then Declarant hereunder, and in that event West Riviera may record a written notice of such election in the public records of Palm Beach County, Florida.

- D. Mergers. Upon a merger or consolidation of the Master Association with another association (which merger may only take place as permitted by the articles of incorporation and by-laws of both associations), the Master Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Master Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.
- E. Additional Property. No additional property shall be added to Turtle Cay pursuant to the provisions of this Section 2 unless the property to be added is included in a plat or amended plat recorded in the Public Records in connection with the addition of such additional property.

Section 3. Deletion of Property. Property may be deleted from the operation of this Declaration by amendment hereof pursuant to the provisions of Article XII, subject to the provisions of Article I, Section 1, Paragraph M.

Section 4. Lakes. It is customary for developers to modify land use plans for planned unit developments during the course of development, and the Declarant reserves the right to amend or modify its Development Plan. Pending final development of Turtle Cay, the Declarant reserves the right to expand and contract the shorelines of any lakes owned by the Declarant and thereby to modify the boundaries of same; provided that no such modification shall take place with respect to any shoreline of property owned by a person other than the Declarant without the consent of such owner. Accordingly, the exact location of any boundary between lakes and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes. Unless specifically provided in the deed from the Declarant or in any declaration of covenants, conditions, and restrictions or similar instrument recorded by the Declarant or approved by the Declarant, no conveyance of the property abutting any lake or canal shall include any rights with regard to said lake or canal, and without limiting the generality of the foregoing, no such conveyance shall include title to land outside the legal description contained on the deed.

Section 5. Property Lines. The fee simple title to any parcel of land described as bounded by any street, land, walkway, park, playground, lake, pool, canal, greenbelt, or any other Common Area which has not been dedicated or accepted by the public and the fee simple title to any parcel of land shown on any plat recorded or to be recorded as to any of the Property as abutting upon any such Common Area shall not extend upon such Common Area and the title to and use of such Common Area is reserved to the Declarant

to be conveyed or dedicated as provided elsewhere in this Declaration.

Section 6. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The surface water management system also include additional property which will become part of the Property pursuant to the provision of Article II, Sections 2(A), 2(B) and 2(C). If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the Master Association shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Master Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Master Association will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Master Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Master Association will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

ARTICLE III

MASTER ASSOCIATION

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association.

Section 2. Types of Membership. Membership in the Master Association shall consist of the following two classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, Tract, or Site or Undivided Land.

Class "B" - The Declarant shall be the only Class "B" Member, for so long as 90% of the Units to be conveyed and constructed under the Development Plan for the Property have not been conveyed to Members other than Declarant, or until December 31, 2008, or until the Class "B" Member voluntarily converts its membership to Class "A" status, whichever comes first. Class "B" membership shall be held by the successors or assignee of the Declarant, whose property was acquired by such successor or assignee, provided that (1) such successor or assignee acquires the ownership of the balance of the property then owned by the Declarant from whom such successor or assignee acquired such ownership, and (2) such successor or assignee holds such properties for sale, development, or improvement.

Section 3. Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot or Family-Dwelling Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Master Association, and the membership of the prior owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

- A. Each Class "A" Member shall have one vote for each Unit owned by said Member.
- B. Each Class "B" Member shall be entitled to cast three votes for each Family Dwelling Unit projected by the Development Plan for any of the Property owned by its from time to time.
- C. Members who hold more than one membership of a particular class or memberships in more than one class, when entitled to vote their memberships, may cast as many votes as memberships held by them, and holding memberships of one class shall not affect the exercise of a Member's voting rights pertaining to any other class.
- D. When any property entitling the Owner to membership in the Master Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Master Association, such Owner shall select one official representative to qualify for voting in the Master Association and shall notify the Secretary of the Master Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners

in attendance agree upon said vote.

- E. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Master Association which has a material adverse impact upon the Development Plan or commercial activities within the Property shall require approval by the Declarant while the Declarant or its successor or assigns is a Class "B" Member as provided in Article III, Section 2. The Declarant, in its reasonable discretion, shall determine whether any proposed action by the Master Association will have a material adverse impact.

Section 5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided in the Articles of Incorporation and By-Laws of the Master Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Master Association shall be as is provided in the Articles and By-Laws of the Master Association except as is otherwise specifically provided in this Declaration.

Section 7. Voting by Class "B" Member. Each Class "B" Member shall vote all of its votes directly. Any officer of the Class "B" Member present at any meeting shall be entitled to cast said Member's votes.

Section 8. Changes in Voting Strength. Changes may occur from time to time in the number of Members because of:

- A. Changes in the Development Plan;
- B. Changes in the number of existing Units or Units to be constructed in any area of the Property, as provided in Article XII of this Declaration;
- C. Amendments of this Declaration.

Such changes may result in changes in the number of total votes which may be cast at membership meetings. No such changes, assuming that they are otherwise properly authorized by changes in the Development Plan, this Declaration, or any Supplemental Declaration, shall be subject to objection or question by any Member or, notwithstanding the fact that such Member's relative voting strength may be affected thereby.

ARTICLE IV

FUNCTIONS OF MASTER ASSOCIATION

Section 1. Required Services. The Master Association shall as required provide the following services:

- A. Clean-Up, landscaping, landscaping maintenance, improvement maintenance, and repairs of and to:
 - 1. All signage (including lighting thereof and supplying electricity for this purpose) of Turtle Cay located at the entrance or entrances of Turtle Cay from public streets outside of Turtle Cay including but not limited to maintenance and repair of any signs, planted boxes, and landscaping ancillary thereto constructed by the Declarant.

This is not a contract

2. The main roads which the Declarant has projected in the Development Plan for Turtle Cay, including any gatehouses which service entrances to Turtle Cay from areas outside of Turtle Cay constructed thereon by the Declarant, any Developer with the approval of the Declarant, or the Master Association with the approval of the Declarant. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph shall be subject to those of Paragraph D of this Section.
 3. Any Common Areas, the responsibility for maintenance of which has not been assigned by this Declaration, or any Supplemental, or otherwise by the Declarant, to another entity.
 4. To landscape and irrigate and maintain the landscape from time to time of the Florida Department of Transportation Drainage Outfall Easement Area as described in that certain Water Storage Easement dated May 23, 2001, and recorded in Official Records Book 12706, Page 1289, of the Public records of Palm Beach County, Florida.
- B. In the event the Master Association accepts the conveyance of any Recreational Facilities as hereinafter provided, the Master Association shall operate and maintain the said Recreational Facilities and perform any necessary repairs thereon. Said Recreational Facilities may be open to all Owners, in which event all expenses related thereto shall be included in the Master Association's budget or, may be open only to those residents of Turtle Cay who desire membership in such Recreational Facilities to the extent such memberships are available on a first come, first served basis, and also to those other persons permitted by the Board of Directors of the Master Association ("Membership Basis"), or a combination or both, as determined by the Declarant.
 - C. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal property which are located within or in a reasonable proximity to the Property, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Property as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Master Association. The Master Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed other first-class developments similar to Turtle Cay. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Master Association meet the requirements herein.
 - D. Cleanup, landscaping, landscaping maintenance and maintenance of any real property located within Turtle Cay upon which the Master Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Master Association executed and delivered by the Owner of said property to the Master Association.
 - E. Maintain, own and operate the Surface Water Management System

described in South Florida Water Management District Application or Permit Number 001222-13.

- F. Taking any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Property.
- G. To conduct business of the Master Association, including but not limited to administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notices of meetings, and other important events.
- H. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Property subject to the maintenance obligations of the Master Association as provided in this Section 1.
- I. To establish and operate the Architectural Review Committee as hereinafter defined when the Master Association assumes this responsibility as hereinafter provided.
- J. Maintenance (including supplying electricity) of the lighting of those roads and sidewalks throughout the Property subject to maintenance responsibility of the Master Association by Section 1 of this Article, in the event that the Declarant has installed lighting equipment thereat.

Section 2. Obligation of the Master Association. The Master Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by the Declarant or better.

ARTICLE V
PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Residential Lot and Unit, subject to the following provisions:

- (a) The right of the Master Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Unit has been constructed upon each Residential Lot within the Property and each Unit has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.
- (b) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members, or to mortgage all or any part of the Common Area. No such dedication, transfer or mortgage, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership

and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

- (c) The right of the Declarant or the Master Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;
- (d) The right of the Master Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area;
- (e) Existing easements and agreements of record;
- (f) Easements referred to in Article VI hereof;
- (g) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the By-Laws and subject to regulation from time to time by the Master Association in its Rules;
- (h) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Residential Lot, Unit or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access can not be obtained from the Owner's or Member's Residential Lot, Unit or other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Residential Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Residential Lot, Unit, Common Area or publicly dedicated streets or properties does not allow an Owner to escape liability for assessments provided for in Article VII of this Declaration; and
- (i) The other provisions of this Declaration, the Articles and By-Laws.

Section 2. Title To Common Area. The Declarant hereby represents that the fee simple title to the Common Area has been or will be conveyed to the Master Association, its successors and assigns, free and clear of all mortgage liens.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

- (a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize either Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Residential Lot, Unit or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, By-Laws and Rules after the Class B Membership has terminated;
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any

other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

- (c) The Declarant shall have full rights of ingress and egress to and through, and over and about the Property, including the Common Area, during the and such period of time as Declarant is engaged in any construction or improvement work on or within the Property, and the Declarant shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and
- (d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Master Association, to another party by the execution and recording of a proper instrument in the Public Records of Palm Beach County, Florida. This provision shall not, however, be construed to allow Declarant to assign a membership in the Master Association in a transaction separate from ownership of a lot.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area, except for access to and from and throughout the property described in the Plat or any additions thereto.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements. The Declarant hereby grants to the Owner of each Residential Lot or Unit, his guests, lessees, licensees, and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Master Association and the Rules and Regulations promulgated by the Master Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lesses, licensees, and invitees as well as guests, lessees, and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable telephone service, electronic security systems cable television and broadband communications and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and

maintenance of utilities servicing all Owners of any of the Property and servicing the Common Area, all such easements to be of a size, width and location as the Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Easements in Favor of Apartment Site. The owner of the Property more particularly described on the attached Exhibit "C" (the "Apartment Site") has been granted an easement through and across the Property for positive storm water drainage outfall from the Apartment Site to an easement granted to the predecessor of the North Palm Beach County Water Control District. A copy of said Easement to the Apartment Site owner is attached as Exhibit "D". Additionally, water distribution mains and waste water collection mains constructed on the Property shall provide water mains stubs and waste water collection mains stubs to the Apartment Site.

Section 4. Declarant's Easement. The 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 Area, Recreational Facilities (if any), roadways, lakes, canals, and other rights-of-way, for ingress and egress as required to its officers, directors, employees, agents, independent contractors, licensees and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices. Notwithstanding anything herein to the contrary, the Declarant further reserves unto itself, its successors and assigns, the exclusive right to operate in Turtle Cay a cable television systems and electronic security system ("Cable Right"), including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the designated easement areas of the Property for the purpose of maintaining, installing, repairing, altering and operating said cable television service and electronic security system. In the event that West Riviera amends this Declaration to include the West Riviera Property within this Declaration, the Declarant's Easements described in this Section 4 shall be and are reserved to West Riviera, its successors and/or assigns.

Section 5. Water Storage Easement. There has been previously granted by a prior owner of the Property a Water Storage Easement in favor of the Florida Department of Transportation. A copy of the Water Storage Easement is attached hereto as Exhibit "E".

Section 6. Service Easement. The Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Declarant, its successors or assigns, to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area, Recreational Facilities (if any), roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, shown on the plat of any area of Turtle Cay which has been or shall be platted.

Section 7. Zero Lot Line Development. In the event that any property covered by this Declaration is zoned to permit construction on a "zero lot line" basis, and if and only if the Architectural Review Committee approves construction on said basis upon any property covered by this Declaration, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 8. Signage Easements. The Declarant hereby reserves to itself, its successors and assigns, and to the Master Association, a perpetual easement, privilege and right in and over, under, on and across portions of the Common Areas running adjacent to the perimeters of Turtle Cay necessary for the purpose of erecting, maintaining, and repairing signage for Turtle Cay, provided that such easement shall not extend into any area covered by any interior plat to be recorded by a Developer with respect to any of the Property. The term "signage" as used in this section shall include but not be limited

to signs, planter boxes, landscaping, fountains, and waterfalls.

Section 9. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

- A. The right of the Declarant or the Master Association, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Common Area, and providing services authorized herein and, in aid thereof, to mortgage said properties.
- B. The right of the Master Association, subject to the notice provisions of its By-Laws, to suspend the rights and enjoyment of said easements of any Member or any tenant, guest, licensee or invitee of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for an infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Master Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Master Association shall not suspend the right to use any roads belonging to the Master Association, subject, however, to the Rules and Regulations of the Master Association for such use, and provided further that the Master Association may not suspend any rights and easements reserved herein to the Declarant. All suspensions of rights hereunder shall be performed by the Master Association in accordance with its By-Laws;
- C. The rights of the Master Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities, if any are constructed.
- D. The Board of Directors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Property shall not make such restrictions unreasonable. The right of ingress and egress through such roadways shall not be impaired.
- E. The right of the Master Association to give, dedicate or sell all or any part of the Common Area, roadways, or other rights of way to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Master Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast by the Members and the Declarant at a duly called meeting of the Members of the Master Association, and unless written notice of the meeting and of the proposed action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Master Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the said property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

- F. Such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Master Association from time to time.

Section 10. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property shall be subject to the prior written approval of the Architectural Review Committee as hereinafter established.

ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Family Dwelling Unit shall by acceptance of a deed therefor, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments, together with such interest thereon and costs of collection (including Reasonable Attorneys' Fees) therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection (including reasonably Attorneys' Fees), shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessments first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or any Recreational Facility, or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement, and operation of the property described in Article IV, Section 1 and to provide services which the Master Association is authorized or required to provide. The Master Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 3. Initial Period. There shall be no annual or special assessments prior to December 31, 2002, or until a date determined by the Board of Directors, whichever is later. The Board of Directors shall give notice of the initial budget and commencement of assessments at least 30 days before the first quarterly installment becomes due.

After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Section 4 of this Article VII.

Section 4. 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 set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Master Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a Membership Basis shall be contained in the budget; provided, however, that nothing contained herein shall prohibit the Master

Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use same upon payment of such a fee if it is deemed in the best interest of Turtle Cay. The Master Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner, which will depend on the type of Family Dwelling Unit owned.

Section 5. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to a Residential Lot on the first day of the month following the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Family Dwelling Unit constructed on a Residential Lot; or b) the occupancy by an Owner of a Family Dwelling Unit on a Residential Lot; or c) the conveyance by the Declarant of a Residential Lot; provided, however, that notwithstanding anything to the contrary contained above, the Owner of a Residential Lot shall pay 1/50th of the annual assessment as to a Residential Lot until a Certificate of Occupancy is issued for the Family Dwelling Unit constructed on the Residential Lot or until the Family Dwelling Unit is occupied by an Owner, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 6. Purpose of Special Assessments. To the extent that annual assessments are 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.

Section 7. Proportion and Amount of Special Assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. This provision shall be interpreted to mean that the Master Association may make in any one year an annual assessment plus an additional special assessment, which additional assessment being considered alone, may not exceed the annual assessment.

Section 8. Individual Assessments. Each Owner of a Family Dwelling Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Certain of those responsibilities are the maintenance responsibility of the Master Association as provided forth herein in Article IX of this Declaration. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions, Supplement Declarations to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Master Association, after first given thirty (30) days notice to such Owners and an opportunity to appear before the Board of Directors of the Master Association, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owner's Property for such purpose shall not constitute trespass. Assessments may also be levied against such Owners for any damage to Common Area, or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 9. Quarterly Payment of Annual Assessments. Annual assessments shall be paid in advance in quarterly installments due on the first day of each calendar quarter or as otherwise established by the Master Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Master Association on or before the tenth date after they become due. The due date and grace period of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Duties of the Board of Directors. The Board of Directors of the Master Association shall prepare an annual budget and fix the amount of the assessment against each of the properties and shall, at that time, prepare a roster of the properties, 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 assessment shall thereupon be sent to every Owner who directly pays his own assessments. The Master Association shall upon demand at any time furnish to any Owner who pays assessments directly a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Master Association may charge a reasonable fee for this certificate.

Section 11. Effect of Non-Payment of Assessment Lien. If any assessment is not paid on or before the past-due date specified in Section 9 of this Article VII, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, any late charges and the cost of collection (including reasonable attorneys' fees) thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon as provided below, against which each such assessment is made. The Board of Directors shall have the authority to waive (either on a case by case basis or prospectively) small amounts of interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of the Master Association to do so. Assessments shall be personal obligations against the following:

- A. Each Owner shall be personally liable for all assessments made against his/her property, which liability will survive even after he/she has transferred title to the property subject to the assessment. Each person acquiring such property shall become personally liable for all unpaid assessments against such property.

The lands and improvements which are subject to lien for delinquent assessments are:

- B. The lands and improvements subject to any assessment are subject to lien for delinquent assessments made against such lands and improvements.
- C. The individual properties belonging to any Owner shall be subject to lien for failure to pay any individual assessments against such properties.

Said liens shall be evidenced by a claim of lien filed among the Public Records of Palm Beach County, Florida, and shall be effective from and as of the time of recording; such lien shall be superior to all other liens save and except real property tax liens and the liens of any Institutional Lenders mortgage.

Section 12. Remedies. If any assessment is not paid prior to becoming delinquent or the expiration or any applicable grace period, or within thirty (30) days, if there is no applicable grace period or delinquency date, the Master Association may bring an action at law against any person personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, which foreclosure shall be prosecuted as is provided by law in cases of mortgage foreclosures. The Master Association may bid at any sale held pursuant to such a 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 may settle and compromise said lien if it is in the best interests of the Master Association. In any civil action brought hereunder, the Master Association shall be entitled to judgment for interest, costs, and reasonable attorneys' fees as provided in this Declaration if it is the prevailing party.

Section 13. Subordination of the Lien to Mortgages. Where a person obtains title to property as result of foreclosure of a first mortgage or where the holder of a Institutional

Lender's first mortgage accepts a deed in lieu of foreclosure of its first mortgage of record, such acquire of title and his heirs, successors or assigns, shall not be liable for the lien of any assessment pertaining to the property so acquired which became due prior to the acquisition of title as a result of foreclosure or the acceptance of such deed in lieu of foreclosure, and said property shall be free of any lien for such assessment, provided, however, that the extinguishment of the lien against the property for such assessments provided herein shall not relieve the original Owner from his personal liability to the Master Association for such unpaid assessments. Any assessment not collected because of the foregoing provisions or otherwise found by the Board of Directors to be uncollectible shall be collectible as additional common expenses from all Members subject to the same type of assessment.

Section 14. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefor:

- A. Any portion of the Property used exclusively for the purpose of utility easements or dedicated public roadways;
- B. All Common Area;
- C. The Water Storage Easement in favor of the Florida Department of Transportation as more particularly described on Exhibit "E"; and
- D. The Easement in favor of the Apartment Site described in this Declaration for maintenance repair or replacement from time to time of lakes, culverts, and water drainage facilities within the Easement to the Apartment Site described in Article VI, Section 3.

Section 15. Capital Contributions. At the time of the closing of a Family Dwelling Unit pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Master Association a sum equal to the aggregate of One Hundred Fifty and No/100 (\$150.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "Capital Contribution" shall be the Master Association's property, and shall be held by the Master Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments.

Section 16. Surface Water Management System. The Master Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 17. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot and there is a Class B Membership, the Declarant shall not be liable for assessment against such Residential Lot, provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Master Association. The Declarant may commence such assessments to Residential Lot(s) that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Master Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Residential Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Master Association for the payment of assessments or deficits other than those that arose to prior to such time.

Section 18. Changes in Development Plan. If the Declarant amends or modifies

the Development Plan, including but not limited to adding or deleting property, increasing or decreasing density of projected units, altering the relative densities of portions of Turtle Cay, or if the number of Units to be constructed in any area of the Property is changed by any Developer, the proportionate shares of the annual budget (or any special assessments) of the Owners may be affected. No Owner shall have any right to object to any such amendment or modification of the Development Plan on the basis that same would affect his proportionate share of the annual budget or any special assessment) and the decisions of the Declarant in this regard shall be final, conclusive, and unreviewable.

ARTICLE VIII

USE RESTRICTIONS

Section 1. No Residential Lot or Unit shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Residential Lot other than a Unit.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Residential Lot or Unit at any time as a residence of appendage to such residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on upon any Residential Lot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Master Association's reasonable discretion.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit or Residential Lot, except that up to two (2) household pets in total (and not of each type) consisting of dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Furthermore, no household pet shall be permitted outside of a Residential Lot except on a leash and at all times under the control of the Owner. No household pet shall be allowed to constitute a nuisance and each Owner shall promptly remove and dispose of waste matter deposited by his or her household pet through a proper sewage receptacle. The Board of Directors of the Master Association shall have the right to promulgate Rules further restricting the keeping of household pets.

Section 5. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 18" X 24" advertising that property for sale or rent, or signs used by the Declarant to advertise the Property during the construction and sale of Units.

Section 6. No Residential Lot or Unit shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Residential Lot and Unit and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in a sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the applicable governmental Code.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Unit. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any Unit.

Section 8. Parking. There shall be no parking on any portion of any sidewalk, grass or street within the Property. There shall not be parked within the Property, any trailer,

commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Master Association during normal working hours or for work performed for the Declarant or the Master Association which are necessary in the development, maintenance or management of the Master Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business.

Section 9. No septic tanks or individual wells will be permitted on any Residential Lot or Unit.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Master Association).

Section 11. Window Coverings. No external window covering, reflective or other covering may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Master Association.

Section 12. Flags/Banners. No flags or banners other than one (1) American Flag subject to approval (as to size and location) from the Board of Directors of the Master Association. Any permanent installed flag pole is also subject to approval (as to size, type and location) by the Board of Directors of the Master Association. The foregoing two (2) sentences shall not apply to the Declarant.

ARTICLE IX

ARCHITECTURAL AND DEVELOPMENT CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

- A. Initially, the ARC shall consist of three (3) persons designated by the Declarant, who shall hold office at the pleasure of the Declarant. The Declarant shall determine which member of the ARC shall serve as its chairman. At such time as the Class B Membership ends or earlier as Declarant may decide, the Declarant shall assign to the Master Association the rights, powers and duties and obligations of the ARC, whereupon the Board of Directors of the Master Association shall appoint the members of the ARC which shall consist of four (4) members and shall provide for the terms of the members of the ARC, and determine which member of the ARC shall serve as its chairman.
- B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvements or development of individual units or buildings as well as the general plan for development of any individual lot subdivision, tract or parcel of land within Turtle Cay provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes,
- C. No building, sign, outside lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed,

planted or maintained, nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

B. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically exempted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval is delivered to the ARC by the Owner, or the Owner's agent or attorney, then such approval of the ARC shall not be required, and the Owner or the Owner's agent or attorney may record an affidavit in the Public Records stating that the required notice was given and no objection was made by the ARC, which affidavit shall constitute prima facie evidence of the facts stated herein, provided, however, that no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration of which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

H. There is specifically reserved unto the ARC, the right of entry and inspection upon any of the Property for the purpose of determination by the ARC whether there exists any construction of any improvements which violates the terms of any approval by the ARC or the terms of this Declaration, of any Supplemental Declaration or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the Owner of the property to be inspected, except for inspections of exterior of improvements and of unenclosed land. The ARC is specifically empowered, acting in the name of the Master Association, to enforce the provisions of this Declaration and all Supplement Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Master Association shall be entitled to recovery of all court costs, expenses and

reasonable attorneys' fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs, expenses, and attorneys' fees of the ARC, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Master Association; provided, however, that nothing provided herein shall be deemed to negate the Master Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administration or judicial proceeding.

The ARC is empowered to publish or modify from time to time, design and development standards for Turtle Cay.

- J. Whenever the written consent of the ARC shall be required, the chairman of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.
- K. A specific improvement, once approved by the Declarant or the ARC, may remain in place notwithstanding the adoption of contrary standards later.

Section 2. Approval of Supplemental Declarations. No Supplement Declaration may be recorded in the Public Records of Palm Beach County by any person, nor shall same have any legal or equitable affect or validity, unless it has been approved as provided in this section other than the West Riviera subjecting the Contract Property by a Supplemental Declaration pursuant to the authority of West Riviera under the provisions of Article II, Section 2(C) of this Declaration. Such approval shall be evidenced by the affixing of a certificate of approval as provided below to the Supplemental Declaration and the recording of said certificate with the Supplement Declaration in the Public Records of Palm Beach County.

- A. The right of approval provided in this section shall be held by the Declarant for as long as there is a Class B Membership or until the Declarant surrenders its right of approval to the Master Association. Thereafter, the Master Association, acting by and through the ARC, shall hold the said right of approval.
- B. No person shall attempt to avoid the requirement of approval set forth in this section by including "deed restrictions" or conditions in any deed or instrument of conveyance of the Property and all such attempted restrictions and conditions, unless approved as herein provided, are hereby declared null and void.
- C. The purpose of the provisions of this Section is to ensure that the Property is developed through a uniform plan of development. The provisions of this Section shall apply to all persons owning any of the Property, including but not limited to developers and builders acquiring title from the Declarant.
- D. Any Supplemental Declaration executed by the Declarant shall be deemed approved as provided herein without the necessity of any separate certificate of approval.
- E. The issuance of its approval or consent to the recording of any Supplemental Declaration shall not deem the Declarant, the ARC or the Master Association to be the developer of the property encumbered thereby, and the Declarant, ARC and the Master Association shall incur no liability to any person for their issuance of,

withholding of approval or consent to the recording of any Supplement Declaration.

ARTICLE X

PROVISIONS RESPECTING TOWNHOUSES

Section 1. Wherever one Family Dwelling Unit which is a townhouse ("Townhouse") is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Townhouses with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Townhouses. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Townhouse. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within his Townhouse shall be the obligation of that Owner. The Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Townhouse Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Townhouse Owners for the negligence or negligent acts of the Townhouse Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Townhouses, their successors and assigns.

Section 2. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the community, it shall be the duty and obligation of the Master Association to undertake periodic exterior painting of all of the Townhouses. The Master Association shall have the sole discretion to determine the time at which such painting shall take place, the manner and color to be used. Re-painting of any individual Townhouse, which is necessitated by deterioration of existing paint, shall also be the responsibility of the Master Association. However, the Master Association shall be entitled to reimbursement from the Owner of the Townhouse where the painting is required as a result of the deliberate or repeated acts of the Owner.

Section 3. It shall be the duty of the Master Association to maintain and cut the grass located on the Townhouse Owner's property, the cost of such grass maintenance on the Townhouse Owner's property being assumed by the Master Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Master Association. The Master Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Master Association, the said consent being conditioned on the Master Association having free access to the property for the purpose of maintaining and cutting the grass.

Section 4. Each Townhouse has a screen enclosure. Each Lot Owner shall be responsible for maintaining and repairing the screen enclosure in a clean, sanitary, neat, safe and orderly condition. If any Lot Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 5. It shall be the duty of the Master Association to undertake periodic repair of the surface of each drivestrip, in order to maintain a uniform appearance and to maintain the high standards of maintenance within the community. The Master Association shall

have the sole discretion to determine the time at which said maintenance shall take place and the manner of its completion. The Master Association shall be entitled to reimbursement from the individual Owner where the maintenance is required as a result of the deliberate or repeated negligent acts of the Owner.

Section 6. Repair and maintenance of Townhouse roofs shall be the obligation of the Owners. In the event that roof repairs are necessary where there is a commonality of roof line and necessity for repairing sections of roof that may overlap more than one townhouse, then responsibility and repair and maintenance shall be divided equally between the owners of the properties as is described in the party-wall agreement in Section 1 above.

ARTICLE XI

PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Owner of a Family Dwelling Unit which is a detached single family home ("Home") shall be responsible for maintaining and repairing the Home and all other improvements situated on his Unit in a clean, sanitary, neat, safe and orderly condition. Each Home Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible to keep the paint on the exterior walls of the Home and the roof in a good state of repair. It will also be the duty of each Home Owner to maintain in good repair the driveway servicing his Home. If any Home Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. No underbrush or other unsightly growth shall be permitted to grow on any Unit, nor shall any refuse or unsightly objects be permitted to remain thereon. Each Home Owner shall maintain his Unit in a neat and attractive manner, including, without limitation, having grass, weeds and undergrowth and other vegetation cut no less than once per month, and the shrubbery and trees located upon the Lot trimmed periodically in accordance with good horticultural practices, including the removal of any dead trees, shrubs or plants. Additionally, each Owner shall replace, at its sole cost and expense, all dead trees, shrubs and other vegetation (or those which in the determination of the Board of Directors have become unsightly) planted by Declarant as developer, on an Owner's Unit in accordance with good horticultural practices and pursuant to the City of Riviera Beach City Code or Metropolitan Palm Beach County Code, whichever is applicable. In addition to maintaining his Lot as herein provided, each Owner shall maintain the wall, if any, facing the interior portion of his Unit, and the public area located between the front property line of his Unit and the street in front of his Unit or the property line of his Unit and the street on the side of his Unit if such Unit is a corner Unit. If any Home Owner breaches these covenants, or the Master Association may enforce this covenant against that Lot Owner in accordance with the provisions of this Declaration.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After said twenty-five (25) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless terminated as follows:

- A. Termination shall be terminated at a meeting of the Members after giving of written notice that termination will be considered to each

Member at least forty-five (45) days in advance of said meeting.

- B. Three-fourths (3/4) of the Members present and voting of each of the two classes of Members must vote in favor of termination.
- C. Institutional Lenders having first mortgages encumbering at least three-fourths (3/4) of all properties as to which there are voting rights must consent in recordable written instruments to the termination.

In the event that the Master Association votes to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the consents of all mortgagees shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time by the Master Association provided that two-thirds (2/3) of the votes cast by the Members present at a duly called and held meeting of the Master Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Master Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Master Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida. No such amendment shall have the effect causing the reversal of any previous approval or another decision made by the Master Association or the Declarant. Notwithstanding any term or provision in this Section to the contrary, no such amendment shall modify, amend, nor impair the rights of West Riviera granted in this Declaration without the prior written consent of West Riviera, which consent will not be unreasonably withheld.

Section 3. Amendments by Declarant. The Declarant may amend this Declaration at any time that there is a Class B Membership without the consent of the Members. No such amendment shall have the effect of causing the reversal of any previous approval or another decision made by the Master Association or the Declarant. No such amendment shall impair vested, substantial rights of Owners. Notwithstanding any term or provision to the contrary, no such amendment shall modify, amend, nor impair the rights of West Riviera granted in this Declaration without the prior written consent of West Riviera, which consent will not be unreasonably withheld.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Master Association is called to take action under Section 2 of this Article XII with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the

Members or proxies entitled to cast thirty (30%) percent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Master Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of person or entity who appears as Owner in the Public Records of Palm Beach County, Florida, as said address appears on the records of the Master Association. Notice to one of two or more Co-Owners of a Residential Lot or Family Dwelling Unit shall constitute notice to all Co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Member is not furnished to the Master Association as provided in Section 3 of Article III hereof, any notice sent by the Master Association to the Owner last known to the Master Association shall be deemed proper notice under this Section.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Master Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Master Association, any Owner, or the Declarant to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees.

Section 7. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Master Association, as said committee is defined in the By-Laws of the Master Association, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) **Amounts:** The Board of Directors (if the Compliance Committee's finding are made against the Owner) may impose special assessments against the Unit owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Fifty and No/100 (\$50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

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

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Master Association.

(g) Non-Exclusive Remedies. 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; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

Section 8. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgement shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Interpretation. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Termination of Declaration. Should this Declaration be terminated as provided herein, all Common Area other than the Common Area containing the surface water management system, property containing the surface water management system and water management portions of Common Area and Recreational Facilities owned or held by the Master Association at such time shall be transferred to a trustee appointed by the Circuit Court, Palm Beach County, Florida, which trustee shall sell the Common Area and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area or Recreational Facilities. The excess of proceeds, if any, from Common Area and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards. Should this Declaration be terminated the surface water management system, property containing the surface water management system and water management portions of Common Area shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Master Association.

Section 11. Declarant's Disclaimer. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried

out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 14. Dissolution of Master Association. The Master Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Master Association is involuntarily terminated for failure to comply with the requirements of Chapter 617, Florida Statutes, or otherwise:

- A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Master Association's corporate status, and until such corporation status is reinstated,
- B. The last directors as surviving trustees shall continue the activities of the Master Association, and
- C. Each of the Members of the Master Association shall be responsible for the proper performance of the mandatory functions of the Master Association as specified in Article IV, Section 1 of this Declaration.

Section 15. Change in Density by Developers. Whenever reference is made in this Declaration to the numbers of Units projected by the Development Plan for the various areas of the Property, including but not limited to the provisions relating to voting and assessments, such projected number of Units as stated in the Development Plan, as same may be amended from time to time by the Declarant, are only the maximum number of Unit projected for such areas and the actual number of Units constructed may be less, as determined by the Declarant. Until the recording in the Public Records of a plat of the issuance of approval of a final Development Plan by applicable governmental authorities establishing that less than the number of Units projected by the Development Plan are to be constructed, the number of Units projected by the Development Plan for each area shall be utilized for all purposes. After approval of a final Development Plan or recording of a plat establishing that different number of Units are to be constructed, said different number of Units shall be utilized for all purposes under this Declaration.

Section 16. Management Agreement. The Board of Directors of the Master Association shall have, upon the transfer of control of the Master Association from the Declarant, the power to terminate any management agreement entered into by the Master Association prior to said transfer of control upon 90 days notice to the management firm, and the provisions of this sentence shall be deemed an implied term in any management agreement of the Master Association prior to such transfer of control.

Section 17. HUD/FHA, VA, FNMA Approval. If the Property is approved by the

Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Corporation: Annexation of additional properties, mergers and consolidations, mortgaging of and amendment of this Declaration.

Section 18. No Amendment Pertaining to Apartment Site. Notwithstanding any term or provision contained in this Declaration to the contrary, no party may amend this Declaration as it pertains to the rights pertaining to the Apartment Site without the prior written consent and in form suitable for recording in the Public records of Palm Beach County, Florida, of the then owner of the Apartment Site, which consent may be arbitrarily withheld.

Section 19. No Amendment Pertaining to Water Storage Easement. Notwithstanding any term or provision contained in this Declaration to the contrary, no party may amend this Declaration as it pertains to the Water Storage Easement without the prior written consent and in form suitable for recording in the Public Records of Palm Beach County, Florida, of the Florida Department of Transportation, whose consent may be arbitrarily withheld.

Section 20. No Amendment Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Areas shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 21. Declaration Controlling. In the event of any conflicts between the provisions of this Declaration, the Articles and/or By-Laws, the terms and provisions of this Declaration shall control.

Section 22. Absolute Liability. No absolute liability shall be imposed upon individual owners for damage to the Common Area or to the Residential Lots, including improvements, of others where maintained by the Association, whether caused by themselves, their families, guests or invitees. Their liability shall only be that for which they would be legally responsible under State Law.

Section 23. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Master Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 24. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "E". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Master Association for the benefit of the Master Association.

Section 25. Restrictive Covenant. The Property is subject to Declaration of Restrictive Covenant For Affordable Housing In Accordance With The Special Methodologies In Compliance With The Traffic Performance Standards Ordinance (the

"Restrictive Covenant") recorded in Official Records Book 13149, at Page 233 of the Public Records of Palm Beach County, Florida. A copy of the Restrictive Covenant is attached as Exhibit "F".

The Restrictive Covenant requires that ninety (90) Family Dwelling Units be identified within the Property and be required by Section 15 of the Palm Beach County Unified Land Development Code to be sold only as Affordable Housing Low and Moderate Income Housing Units as said terms are defined in the Restrictive Covenant. Forty-Five (45) townhomes of said ninety (90) Family Dwelling Units will have a ten (10) year deed restriction placed on each Deed of conveyance, as follows:

"This property is being sold and occupied by an Eligible Low Income Household only in accordance with the Declaration of Restrictive Covenant for Affordable Housing recorded in Official Records Book 13149, at Page 233 of the Public Records of Palm Beach County, Florida. Said Declaration requires verification by Palm Beach County of the eligible household prior to closing. This restriction shall be in effect for ten (10) years from the date of the Certificate of Occupancy for the first Required Affordable Low Income Unit."

Forty-five (45) Family Dwelling Units subject to the Restrictive Covenant will not have the same deed restriction on each Deed but must be owned by Eligible Moderate Income Households, as said term is defined in the Restrictive Covenant. The property subject to the Restrictive Covenant will be subject to Palm Beach County approval of the sale of the Family Dwelling Units to an Eligible Household as defined in the Restrictive Covenant and a requirement that said prospective purchasers of the Family Dwelling Units subject to the Restrictive Covenant provide income and other necessary information to Palm Beach County and the Master Association.

The Master Association shall be the entity responsible for ensuring that the provisions of the Restrictive Covenant are complied with.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 1st day of August, 2002.

Signed, sealed and delivered in the presence of:

Continental Homes of Florida, Inc., a Florida corporation

[Signature]
Name: SPENCER BRIDLEY

By: [Signature]
Paul Romanowski, Division President

Name: Laeli Albertson

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

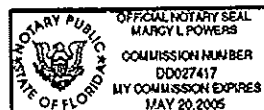
The foregoing instruction was acknowledged before me this 1st day of August, 2002 by Paul Romanowski, as Division President of Continental Homes of Florida, Inc., a Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.

Marcy L. Powers
Name: MARCY L. POWERS
Notary Public, State of Florida at Large

My Commission Expires:

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5/20/05



All of North County, P.U.D., Plat 1, according to the Plat thereof, as recorded in Plat Book 94, Page 160, Public Records, Palm Beach County, Florida.

This is not a certified copy

EXHIBIT "A"

ALL OF TRACTS "A", "L-1", "L-2", "L-3", "L-4", "L-5", "O-1", "O-2", "O-3", "O-4", "O-5", "O-6", "O-7", "O-8", "R-1", AND "R-2", NORTH COUNTY, P.U.D., PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 160, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

This is not a certified copy

LEGAL DESCRIPTION OF PROPOSED NORTH COUNTY P.U.D. PLAT 2

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36 AND THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36.

LESS AND EXCEPTING THE RIGHT-OF-WAY FOR MILITARY TRAIL (STATE ROAD NO. 809).

ALSO LESS AND EXCEPTING THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1308, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPTING THE 60 FOOT CANAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCELS ONE AND TWO:

(PARCEL ONE) APARTMENT PARCEL

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 60.00 FEET; THENCE, NORTH 01°53'30" EAST, ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 657.64 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 01°53'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1007.10 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°26'48" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1056.02 FEET; THENCE, SOUTH 01°40'48" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°28'37", A DISTANCE OF 420.21 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 88°08'30" EAST, A DISTANCE OF 409.93 FEET TO THE POINT OF BEGINNING.

(PARCEL TWO) NORTH COUNTY P.U.D. PLAT 1

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL (RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 508.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 75.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 150.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 18.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'21" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HEREIN AFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.14 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 146.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 80.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 357.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 164.70 FEET; THENCE, SOUTH 29°06'36" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A"; THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A"; THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33.75 NET ACRES, MORE OR LESS

SUBJECT TO RESERVATIONS, EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

APARTMENT SITE BENEFITED LAND

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 60.00 FEET; THENCE NORTH 01°53'30" EAST, ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 657.64 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 01°53'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1007.10 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°26'48" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1056.02 FEET; THENCE, SOUTH 01°40'48" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°26'37" A DISTANCE OF 420.21 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE POINT OF BEGINNING.

Prepared by and Return to:
 John Fenniman, Esquire
 John Fenniman, Chartered
 900 S.E. Ocean Blvd., Suite 120
 Stuart, Florida 34994

**NON-EXCLUSIVE OUTFALL DRAINAGE
 EASEMENT DEED AND AGREEMENT**

THIS EASEMENT DEED AND AGREEMENT made the date set forth hereinbelow, by CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation whose mailing address is 8000 Governor's Square Boulevard, Suite 101, Miami Lakes, Florida 33016, hereinafter referred to as "Grantor" and WEST RIVIERA, L.L.C., a Florida limited liability company, whose mailing address is 7711 North Military Trail, Third Floor, Palm Beach Gardens, Florida 33418, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the fee simple owner of 40.23 acres more or less of real property located in the Northwest One-Quarter of Section 36, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "Grantor's Land"), and

WHEREAS, Grantee is the fee simple owner of 21.83 acres more or less of real property adjacent and adjoining Grantor's Land also located in the Northwest One-Quarter of Section 36, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, more particularly described in Exhibit "B" attached and made a part hereof (hereinafter referred to as "Apartment Site Benefited Land").

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, Grantor and Grantee agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated into this Outfall Drainage Easement Deed and Agreement and made a part hereof.
2. **GRANT OF NON-EXCLUSIVE OUTFALL DRAINAGE EASEMENT.** Grantor, by this Non-Exclusive Outfall Drainage Easement Deed and Agreement, does give and grant to Grantee, its successors and assigns, a non-exclusive easement, right, interest and appurtenance over a portion of Grantor's Land, said portion being more particularly described in composite Exhibit "C", said exhibit consisting of three sheets, one sheet of legal description and two sheets of sketch of legal description, attached and made a part hereof (hereinafter referred to as "North County P.U.D. Drainage Easement" for use as a non-exclusive storm water drainage easement area to provide the continuous land area for the storm water drainage outfall from the Apartment Site Benefited Land to the existing drainage canal line adjacent and adjoining to the southerly boundary of Grantor's Land as said drainage canal is described in the Right-of-Way Deed recorded in Official Records Book 1800, Page 1331, Palm Beach County, Florida, public records, granting to Northern Palm Beach County Water Control District (now Northern Palm Beach County Improvement District) the land of said drainage canal.
3. **GRANT WITH RIGHTS AND PRIVILEGES.** Grantor agrees to construct within the North County P.U.D. Drainage Easement area, water retention/peculation lakes, underground culverts and other water control facilities of oversized capacity to accept the storm water drainage outfall from the Apartment Site Benefited Land through said lakes, culverts and water control facilities to the aforesaid drainage canal maintained by Northern Palm Beach County Improvement District. The grant of this Non-Exclusive Outfall Drainage Easement by Grantor to Grantee is together with all rights and privileges necessary and convenient for the full enjoyment or use of the outfall drainage easement by Grantee, its successors and assigns, including, but not limited to, the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, in the North County P.U.D. Drainage Easement area, for the purposes of exercising and enjoying the rights granted by this Non-Exclusive Outfall Drainage Easement and Agreement if deemed reasonably necessary by Grantee, its successors and assigns.

4. GRANTOR, GRANTOR'S SUCCESSORS AND ASSIGNS, ARE SOLELY RESPONSIBLE FOR MAINTENANCE AND REPAIR OF LAKES, CULVERTS AND WATER DRAINAGE FACILITIES. Notwithstanding the grant by Grantor to Grantee of privileges necessary and convenient for the full enjoyment or use of the drainage easement granted, Grantor expressly agrees that Grantor, its successors and assigns, including, but not limited to, Turtle Cay Homeowners Association, Inc., a Florida non-profit corporation, shall be solely responsible for the maintenance, repair and replacement, if necessary, of the lakes, culverts and other water drainage facilities located within the North County P.U.D. Drainage Easement area.

5. NON-EXCLUSIVE GRANT. This grant of outfall drainage easement is non-exclusive and the Grantor reserves the right, at any time and from time to time, to dedicate the land areas of the North County P.U.D. Drainage Easement area as "drainage easements" dedicated in a plat of Grantor's Lands for the benefit of such further grantees as the Grantor deems appropriate in Grantor's sole discretion as to Grantor's Lands, provided such additional non-exclusive easements do not unreasonably interfere with the North County P.U.D. Drainage Easement as used by Grantee, its successors and assigns.

6. COMPLIANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS AS TO OUTFALL DRAINAGE BENEFITED LAND. Grantee, its successors and assigns, agrees for the benefit of Grantor, Grantor's subsequent grantees, successors and assigns, that the fee simple owner from time to time of all or any part of the Apartment Site Benefited Land shall comply with the South Florida Water Management District Regulations in existence at the date of this Outfall Drainage Easement Deed and Agreement as to the drainage facilities installed on the Outfall Drainage Benefited Land and said facilities installed and constructed on the Outfall Drainage Benefited Land shall comply with South Florida Water Management District environmental permit providing for on-site water drainage of the Apartment Site Benefited Land. It is the intent of the parties hereto that the storm water outfall drainage from the on-site water drainage facilities located on the Apartment Site Benefited Land shall flow to the lakes, culverts and other water drainage facilities to be constructed by Grantor within the North County P.U.D. Drainage Easement area, which lakes, culverts and other water drainage facilities shall also serve and benefit the Grantor's Land.


7. GRANTEE, ITS SUCCESSORS AND ASSIGNS, NOT LIABLE TO CONTRIBUTE TO MAINTENANCE. This grant of Non-Exclusive Outfall Drainage Easement from Grantor to Grantee is made with the express understanding and agreement between the parties hereto, their successors and assigns, that Grantee and its successors and assigns, as the fee simple owners of the Apartment Site Benefited Land, or any part thereof, shall not be liable for nor obligated to contribute to the maintenance, repair and, from time to time, the replacement of the lakes, underground culverts and other water drainage facilities constructed and installed from time to time by Grantor or Grantor's successors and assigns within the lands of the North County P.U.D. Drainage Easement area, except for the willful misconduct of the Grantee, its successors or assigns. This covenant has been expressly bargained for between Grantor and Grantee and is part of the consideration for the grant and acceptance of the Non-Exclusive Outfall Drainage Easement.

8. SPECIALLY WARRANT EASEMENT GRANT. Grantor does hereby specially warrant that Grantor has a right to grant the Non-Exclusive Outfall Drainage Easement and as to Grantee, its successors and assigns, will defend the same grant of easement against the lawful claims of all persons claiming by or through it. Grantor specially warrants to Grantee, its successors and assigns, at the time of this instrument the Grantor's Land is free of all mortgage liens for money owed to any third party.

IN WITNESS WHEREOF, CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation, by its duly authorized officer, has caused this Non-Exclusive Outfall Drainage Easement and Agreement to be executed by its duly authorized officer this 11th day of July, 2001.

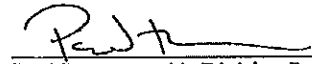
Witnesses:


Printed Name: Juan E. Rodriguez


Printed Name: Gail A. Proese

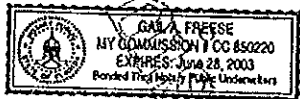
"GRANTOR"

CONTINENTAL HOMES OF FLORIDA,
INC., a Florida corporation

By: 
Paul Romanowski, Division President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by Paul Romanowski, Division President of CONTINENTAL HOMES OF FLORIDA, INC., a Florida, on behalf of the corporation, who is personally known to me or who produced _____, as identification.



Gail A. Freese
Notary Public - State of Florida

COMES NOW, Grantor, WEST RIVIERA, L.L.C., a Florida limited liability company, and does accept this Non-Exclusive Outfall Drainage Easement Deed and Agreement, on behalf of itself and its successors and assigns.

Witnesses:

Gail A. Freese
Printed Name: Gail A. Freese

John Fenniman
Printed Name: JOHN FENNIMAN

"GRANTEE"

WEST RIVIERA, L.L.C., a Florida Limited Liability Company

By its Co-Managing Member, Schickedanz Capital Group, L.L.C., a Florida Limited Liability Company

By: W.K. Schickedanz, Pres.
W.K. Schickedanz, President

AND

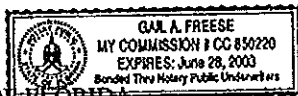
By its Co-Managing Member, Designers Development, L.L.C., a Florida Limited Liability Company

By: Robert Bentz, M.M.P.
Robert Bentz, Managing Member

Gail A. Freese
Printed Name: Gail A. Freese
John Fenniman
Printed Name: JOHN FENNIMAN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by W. K. Schickedanz, President of Schickedanz Capital Group, L.L.C., a Florida limited liability company, Co-Managing Member of West Boca, L.L.C., a Florida limited liability company, on behalf of the companies, who is personally known to me or who produced _____, as identification.



Gail A. Freese
Notary Public - State of Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by Robert Bentz, Managing Member of Designers Development, L.L.C., a Florida limited liability company, Co-Managing Member of West Boca, L.L.C., a Florida limited liability company, on behalf of the companies, who is personally known to me or who produced _____, as identification.



Gail A. Freese
Notary Public - State of Florida

EXHIBIT A
GRANTOR'S LAND

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FLORIDA, FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,506.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 75.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 150.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 16.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'20" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.14 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 145.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 357.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 154.70 FEET; THENCE, SOUTH 29°06'36" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.27 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A"; THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 40.23 ACRES, MORE OR LESS.

EXHIBIT B

APARTMENT SITE BENEFITED LAND

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 60.00 FEET; THENCE NORTH 01°53'30" EAST, ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 657.64 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 01°53'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1007.10 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°26'48" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1056.02 FEET; THENCE, SOUTH 01°40'48" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°26'37" A DISTANCE OF 426.21 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 309.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C" TO NON-EXCLUSIVE OUTFALL DRAINAGE
 EASEMENT AND AGREEMENT
 (Sheet 1 of 3)

DESCRIPTION OF NORTH COUNTY P.U.D. DRAINAGE

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE, NORTH 01°53'30" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 60.00 FEET; THENCE, NORTH 88°19'12" WEST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1059.20 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID LINE, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°40'53" EAST, A DISTANCE OF 110.30 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 6.11 FEET; THENCE, NORTH 01°40'53" EAST, A DISTANCE OF 124.05 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 272.70 FEET; THENCE, NORTH 73°28'23" WEST, A DISTANCE OF 58.54 FEET; THENCE, NORTH 48°40'48" EAST, A DISTANCE OF 336.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 19.63 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 50.13 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 100.20 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 22.10 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 234.20 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 169.30 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 723.04 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 199.30 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 723.48 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 1.12 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 210.20 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 22.10 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 124.20 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 279.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'55", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 01°40'43" WEST, A DISTANCE OF 235.00 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 280.70 FEET; THENCE, SOUTH 01°40'53" WEST, A DISTANCE OF 124.20 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 6.11 FEET; THENCE, SOUTH 01°40'53" WEST, A DISTANCE OF 110.30 FEET TO THE POINT OF BEGINNING.

Wm. R. Van Campen
 WM. R. VAN CAMPEN, PSM: 2424

SEE SHEETS 2 AND 3 FOR SKETCH

DESCRIPTION OF: NORTH COUNTY P.U.D. DRAINAGE



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 W. BLUE HERON BOULEVARD SUITE 121
 RIVIERA BEACH FLORIDA 33404
 PHONE: (561) 848-2102 FAX: (561) 844-9659
 EMAIL: bmlsm@aol.com WEB: http://members.aol.com//bmlsm

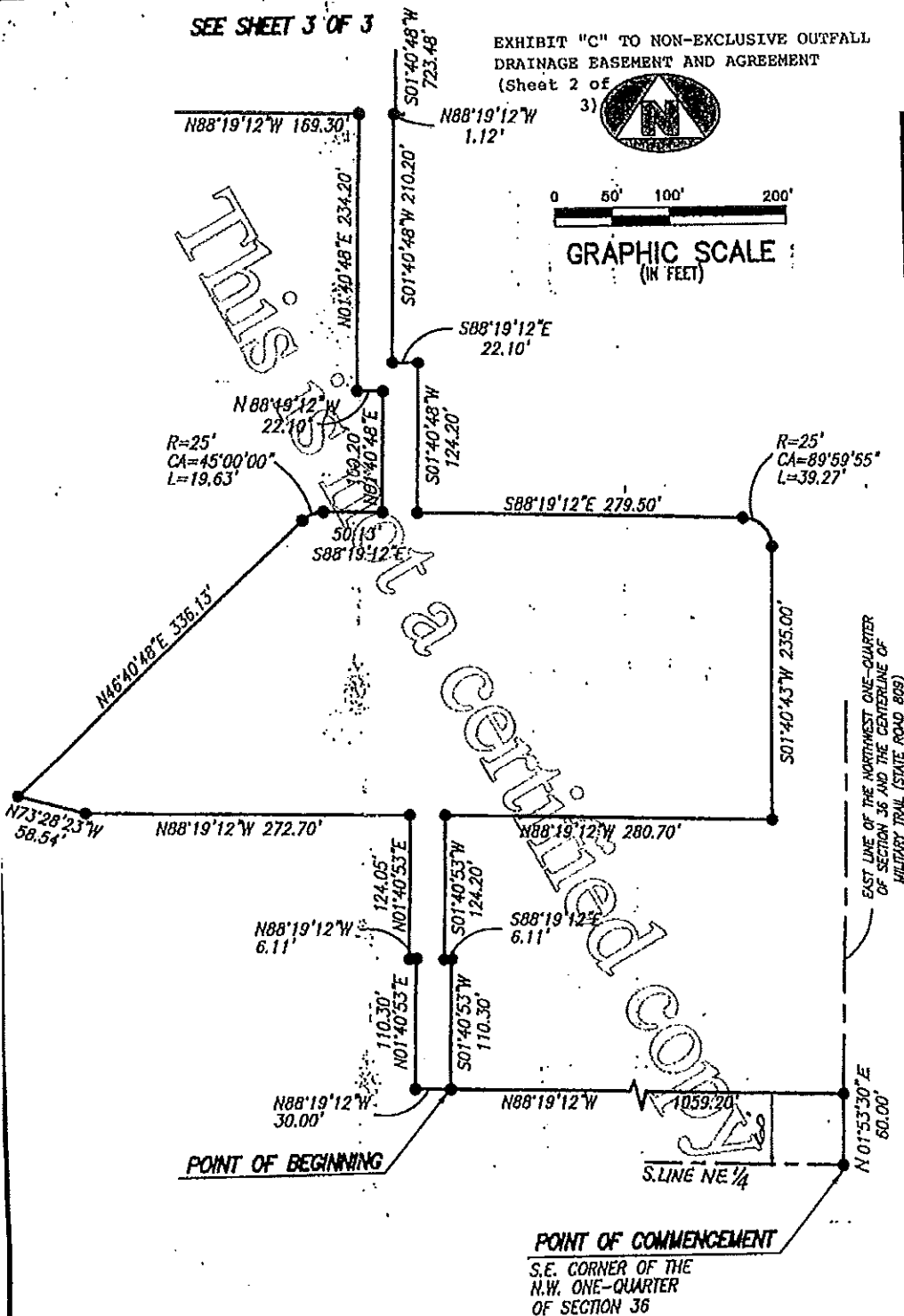
FILE: DATE: 6-21-2001 BY: HERMIE CKD: W.O.: P250 SHEET 1 OF 3

SEE SHEET 3 OF 3

EXHIBIT "C" TO NON-EXCLUSIVE OUTFALL
DRAINAGE EASEMENT AND AGREEMENT
(Sheet 2 of 3)



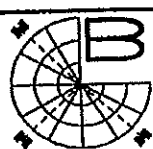
GRAPHIC SCALE
(IN FEET)



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

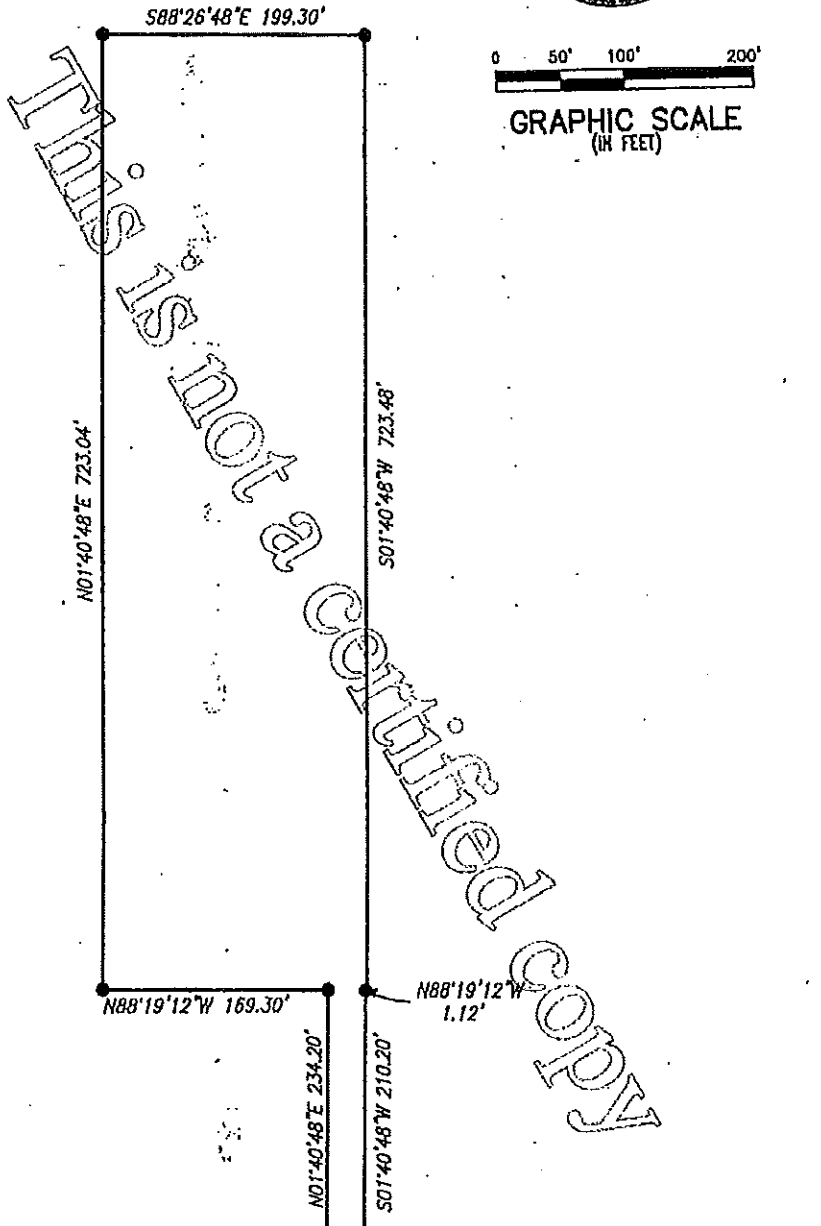
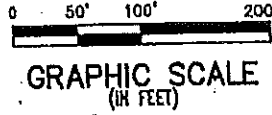
DESCRIPTION SKETCH OF: **NORTH COUNTRY P.U.D. DRAINAGE**



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404
PHONE: (561) 848-2102 • LB. 2171 • FAX: (561) 844-9659
EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

FILE: DATE: 6-21-2001 BY: HERMIE CKD: W.O.F: SHEET 2 OF 3

EXHIBIT "C" TO NON-EXCLUSIVE OUTFALL DRAINAGE
EASEMENT AND AGREEMENT
(Sheet 3 of 3)

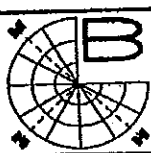


SEE SHEET 2 OF 3

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

DESCRIPTION SKETCH OF: NORTH COUNTRY P.U.D. DRAINAGE



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 W. BLUE HERON BOULEVARD • SUITE 121
 RIVIERA BEACH • FLORIDA 33404
 PHONE: (561) 848-2102 • L.B. 2171 • FAX: (561) 844-9659
 EMAIL: brlism@aol.com WEB: <http://members.aol.com/brlism>

FILE:	DATE: 6-21-2001	BY: HERMIE	CKO:	W.O.F.:	SHEET 3 OF 3
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Prepared by and Return to:
 John Fenniman, Esquire
 John Fenniman, Chartered
 900 S.E. Ocean Blvd., Suite 120
 Stuart, Florida 34994

**NON-EXCLUSIVE OUTFALL DRAINAGE
 EASEMENT DEED AND AGREEMENT**

THIS EASEMENT DEED AND AGREEMENT made the date set forth hereinbelow, by CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation whose mailing address is 8000 Governor's Square Boulevard, Suite 101, Miami Lakes, Florida 33016, hereinafter referred to as "Grantor" and WEST RIVIERA, L.L.C., a Florida limited liability company, whose mailing address is 7711 North Military Trail, Third Floor, Palm Beach Gardens, Florida 33418, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the fee simple owner of 40.23 acres more or less of real property located in the Northwest One-Quarter of Section 36, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "Grantor's Land"), and

WHEREAS, Grantee is the fee simple owner of 21.83 acres more or less of real property adjacent and adjoining Grantor's Land also located in the Northwest One-Quarter of Section 36, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, more particularly described in Exhibit "B" attached and made a part hereof (hereinafter referred to as "Apartment Site Benefited Land").

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, Grantor and Grantee agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated into this Outfall Drainage Easement Deed and Agreement and made a part hereof.
2. **GRANT OF NON-EXCLUSIVE OUTFALL DRAINAGE EASEMENT.** Grantor, by this Non-Exclusive Outfall Drainage Easement Deed and Agreement, does give and grant to Grantee, its successors and assigns, a non-exclusive easement, right, interest and appurtenance over a portion of Grantor's Land, said portion being more particularly described in composite Exhibit "C", said exhibit consisting of three sheets, one sheet of legal description and two sheets of sketch of legal description, attached and made a part hereof (hereinafter referred to as "North County P.U.D. Drainage Easement" for use as a non-exclusive storm water drainage easement area to provide the continuous land area for the storm water drainage outfall from the Apartment Site Benefited Land to the existing drainage canal line adjacent and adjoining to the southerly boundary of Grantor's Land as said drainage canal is described in the Right-of-Way Deed recorded in Official Records Book 1800, Page 1331, Palm Beach County, Florida, public records, granting to Northern Palm Beach County Water Control District (now Northern Palm Beach County Improvement District) the land of said drainage canal.
3. **GRANT WITH RIGHTS AND PRIVILEGES.** Grantor agrees to construct within the North County P.U.D. Drainage Easement area, water retention/peculation lakes, underground culverts and other water control facilities of oversized capacity to accept the storm water drainage outfall from the Apartment Site Benefited Land through said lakes, culverts and water control facilities to the aforesaid drainage canal maintained by Northern Palm Beach County Improvement District. The grant of this Non-Exclusive Outfall Drainage Easement by Grantor to Grantee is together with all rights and privileges necessary and convenient for the full enjoyment or use of the outfall drainage easement by Grantee, its successors and assigns, including, but not limited to, the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, in the North County P.U.D. Drainage Easement area, for the purposes of exercising and enjoying the rights granted by this Non-Exclusive Outfall Drainage Easement and Agreement if deemed reasonably necessary by Grantee, its successors and assigns.

4. GRANTOR, GRANTOR'S SUCCESSORS AND ASSIGNS, ARE SOLELY RESPONSIBLE FOR MAINTENANCE AND REPAIR OF LAKES, CULVERTS AND WATER DRAINAGE FACILITIES. Notwithstanding the grant by Grantor to Grantee of privileges necessary and convenient for the full enjoyment or use of the drainage easement granted, Grantor expressly agrees that Grantor, its successors and assigns, including, but not limited to, Turtle Cay Homeowners Association, Inc., a Florida non-profit corporation, shall be solely responsible for the maintenance, repair and replacement, if necessary, of the lakes, culverts and other water drainage facilities located within the North County P.U.D. Drainage Easement area.

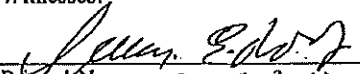
5. NON-EXCLUSIVE GRANT. This grant of outfall drainage easement is non-exclusive and the Grantor reserves the right, at any time and from time to time, to dedicate the land areas of the North County P.U.D. Drainage Easement area as "drainage easements" dedicated in a plat of Grantor's Lands for the benefit of such further grantees as the Grantor deems appropriate in Grantor's sole discretion as to Grantor's Lands, provided such additional non-exclusive easements do not unreasonably interfere with the North County P.U.D. Drainage Easement as used by Grantee, its successors and assigns.

6. COMPLIANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS AS TO OUTFALL DRAINAGE BENEFITED LAND. Grantee, its successors and assigns, agrees for the benefit of Grantor, Grantor's subsequent grantees, successors and assigns, that the fee simple owner from time to time of all or any part of the Apartment Site Benefited Land shall comply with the South Florida Water Management District Regulations in existence at the date of this Outfall Drainage Easement Deed and Agreement as to the drainage facilities installed on the Outfall Drainage Benefited Land and said facilities installed and constructed on the Outfall Drainage Benefited Land shall comply with South Florida Water Management District environmental permit providing for on-site water drainage of the Apartment Site Benefited Land. It is the intent of the parties hereto that the storm water outfall drainage from the on-site water drainage facilities located on the Apartment Site Benefited Land shall flow to the lakes, culverts and other water drainage facilities to be constructed by Grantor within the North County P.U.D. Drainage Easement area, which lakes, culverts and other water drainage facilities shall also serve and benefit the Grantor's Land.

7. GRANTEE, ITS SUCCESSORS AND ASSIGNS, NOT LIABLE TO CONTRIBUTE TO MAINTENANCE. This grant of Non-Exclusive Outfall Drainage Easement from Grantor to Grantee is made with the express understanding and agreement between the parties hereto, their successors and assigns, that Grantee and its successors and assigns, as the fee simple owners of the Apartment Site Benefited Land, or any part thereof, shall not be liable for not obligated to contribute to the maintenance, repair and, from time to time, the replacement of the lakes, underground culverts and other water drainage facilities constructed and installed from time to time by Grantor or Grantor's successors and assigns within the lands of the North County P.U.D. Drainage Easement area, except for the willful misconduct of the Grantee, its successors or assigns. This covenant has been expressly bargained for between Grantor and Grantee and is part of the consideration for the grant and acceptance of the Non-Exclusive Outfall Drainage Easement.

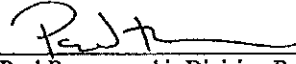
8. SPECIALLY WARRANT EASEMENT GRANT. Grantor does hereby specially warrant that Grantor has a right to grant the Non-Exclusive Outfall Drainage Easement and as to Grantee, its successors and assigns, will defend the same grant of easement against the lawful claims of all persons claiming by or through it. Grantor specially warrants to Grantee, its successors and assigns, at the time of this instrument the Grantor's Land is free of all mortgage liens for money owed to any third party.

IN WITNESS WHEREOF, CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation, by its duly authorized officer, has caused this Non-Exclusive Outfall Drainage Easement and Agreement to be executed by its duly authorized officer this 11th day of July, 2001.

Witnesses:

Printed Name: Juan E. Rodriguez

"GRANTOR"
CONTINENTAL HOMES OF FLORIDA,
INC., a Florida corporation


Printed Name: Gail A. Freese

By: 
Paul Romanowski, Division President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by Paul Romanowski, Division President of CONTINENTAL HOMES OF FLORIDA, INC., a Florida, on behalf of the corporation, who is personally known to me or who produced _____, as identification.



Gail A. Freese
Notary Public - State of Florida

COMES NOW, Grantee, WEST RIVIERA, L.L.C., a Florida limited liability company, and does accept this Non-Exclusive Partial Drainage Easement Deed and Agreement, on behalf of itself and its successors and assigns.

Witnesses:

Gail A. Freese
Printed Name: Gail A. Freese

John Fenniman
Printed Name: JOHN FENNIMAN

Gail A. Freese
Printed Name: Gail A. Freese
John Fenniman
Printed Name: JOHN FENNIMAN

"GRANTEE"

WEST RIVIERA, L.L.C., a Florida Limited Liability Company

By its Co-Managing Member, Schickedanz Capital Group, L.L.C., a Florida Limited Liability Company

By: W.K. Schickedanz Pres.
W.K. Schickedanz, President

AND
By its Co-Managing Member, Designers Development, L.L.C., a Florida Limited Liability Company

By: Robert Bentz M.M.P.
Robert Bentz, Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by W. K. Schickedanz, President of Schickedanz Capital Group, L.L.C., a Florida limited liability company, Co-Managing Member of West Boca, L.L.C., a Florida limited liability company, on behalf of the companies, who is personally known to me or who produced _____, as identification.



Gail A. Freese
Notary Public - State of Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by Robert Bentz, Managing Member of Designers Development, L.L.C., a Florida limited liability company, Co-Managing Member of West Boca, L.L.C., a Florida limited liability company, on behalf of the companies, who is personally known to me or who produced _____, as identification.



Gail A. Freese
Notary Public - State of Florida

EXHIBIT "D" CONTINUED
Page 3 of 8

EXHIBIT A
GRANTOR'S LAND

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FLORIDA, FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,506.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 75.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 46°40'48" EAST, A DISTANCE OF 150.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 16.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'21" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.14 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 145.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 357.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 154.70 FEET; THENCE, SOUTH 29°06'36" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A"; THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 40.23 ACRES, MORE OR LESS.

EXHIBIT B

APARTMENT SITE BENEFITED LAND

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 60.00 FEET; THENCE NORTH 01°53'30" EAST, ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 657.64 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 01°53'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1007.10 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°26'48" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1056.02 FEET; THENCE, SOUTH 01°40'48" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°26'37" A DISTANCE OF 420.21 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C" TO NON-EXCLUSIVE OUTFALL DRAINAGE
EASEMENT AND AGREEMENT
(Sheet 1 of 3)

DESCRIPTION OF NORTH COUNTY P.U.D. DRAINAGE

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE, NORTH 01°53'30" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 60.00 FEET; THENCE, NORTH 88°19'12" WEST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1059.20 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID LINE, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°40'53" EAST, A DISTANCE OF 110.30 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 6.11 FEET; THENCE, NORTH 01°40'53" EAST, A DISTANCE OF 124.05 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 272.70 FEET; THENCE, NORTH 73°28'23" WEST, A DISTANCE OF 58.54 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 386.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 106.69 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 50.13 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 100.20 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 22.10 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 234.20 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 169.30 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 723.04 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 199.30 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 723.48 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 1.12 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 210.20 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 22.10 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 124.20 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 279.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'55", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 01°40'43" WEST, A DISTANCE OF 235.00 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 280.70 FEET; THENCE, SOUTH 01°40'53" WEST, A DISTANCE OF 124.20 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 6.11 FEET; THENCE, SOUTH 01°40'53" WEST, A DISTANCE OF 110.30 FEET TO THE POINT OF BEGINNING.

Wm. R. Van Campen
WM. R. VAN CAMPEN, PSM 2424

SEE SHEETS 2 AND 3 FOR SKETCH

DESCRIPTION OF: NORTH COUNTY P.U.D. DRAINAGE



BENCH MARK

LAND SURVEYING & MAPPING, INC.

4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH FLORIDA 33404

PHONE: (561) 848-2102 • FAX: (561) 844-9659
EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

FILE: DATE: 6-21-2001 BY: HERMIE CKD: W.O.#: P250 SHEET 1 OF 3

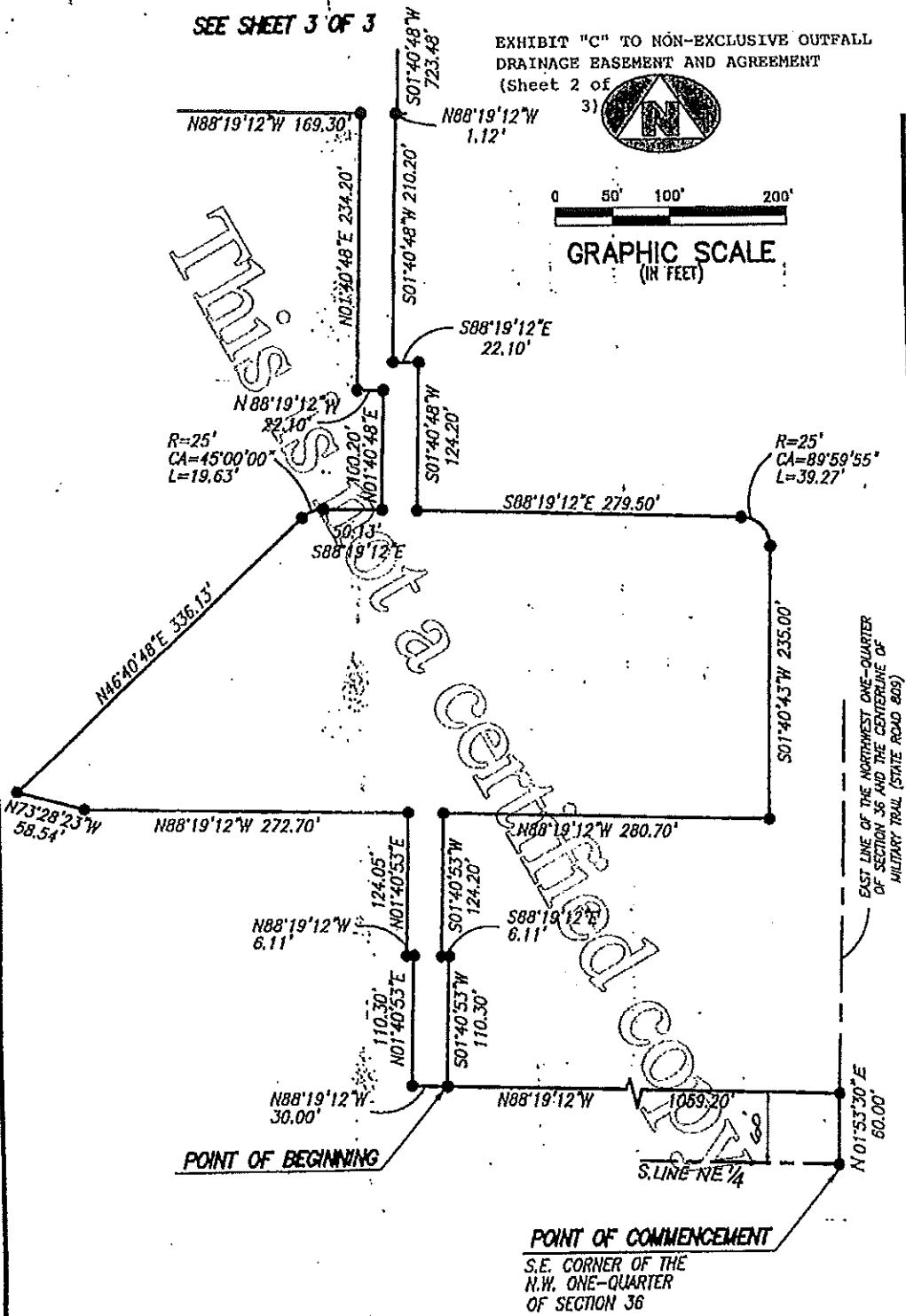
SEE SHEET 3 OF 3

EXHIBIT "C" TO NON-EXCLUSIVE OUTFALL
DRAINAGE EASEMENT AND AGREEMENT
(Sheet 2 of 3)



0 50' 100' 200'

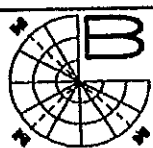
GRAPHIC SCALE
(IN FEET)



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

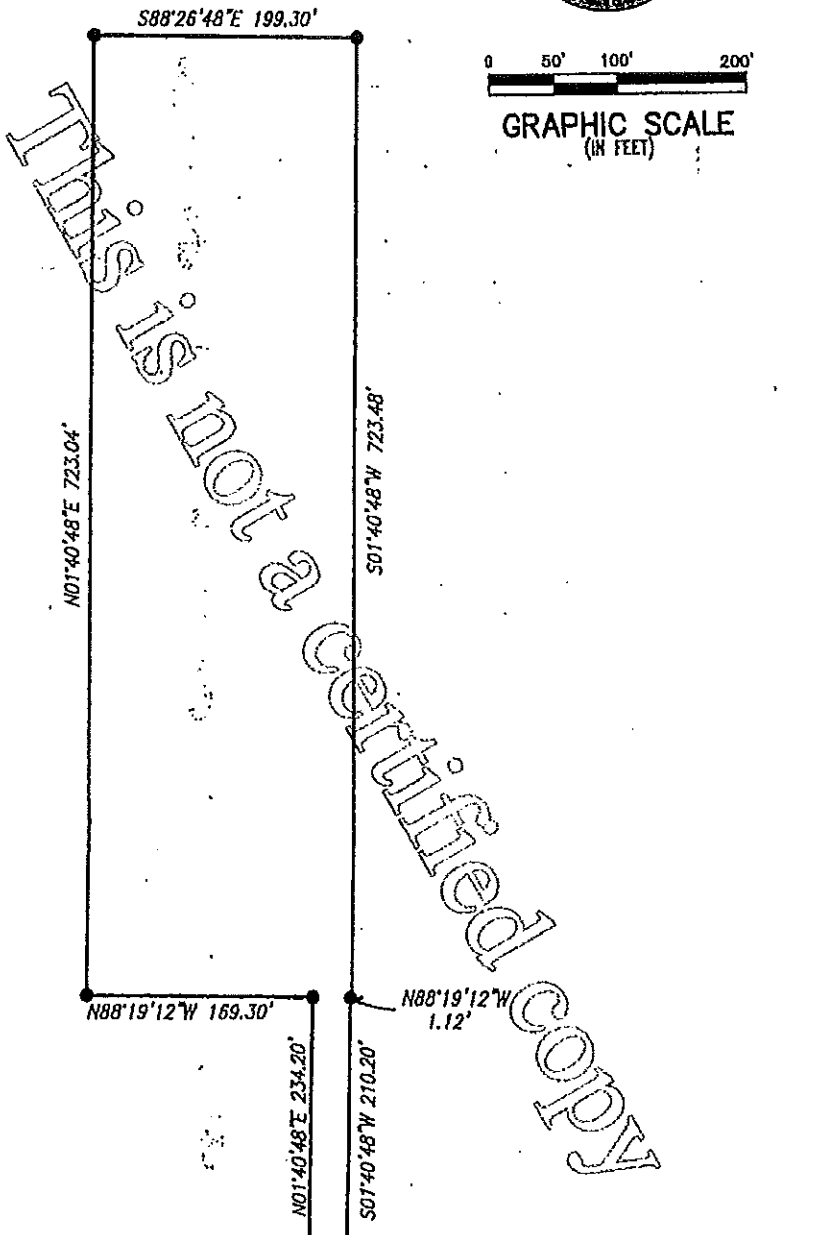
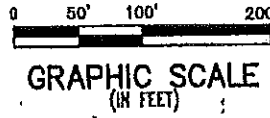
DESCRIPTION SKETCH OF: NORTH COUNTRY P.U.D. DRAINAGE



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404
PHONE: (561) 848-2102 • LB. 2171 • FAX: (561) 844-9659
EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

FILE: DATE: 6-21-2001 BY: HERMIE CKD: W.O.F. SHEET 2 OF 3

EXHIBIT "C" TO NON-EXCLUSIVE OUTFALL DRAINAGE
EASEMENT AND AGREEMENT
(Sheet 3 of 3)



SEE SHEET 2 OF 3

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

DESCRIPTION SKETCH OF: NORTH COUNTRY P.U.D. DRAINAGE

BENCH MARK LAND SURVEYING & MAPPING, INC.
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FILE:	DATE: 6-21-2001	BY: HERMIE	CKD:	W.O.F.:	SHEET 3 OF 3
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Form #0941
08/95

This

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-05178-P-02
DATE ISSUED: May 21, 2002**

PERMITTEE: CONTINENTAL HOMES OF FLORIDA INC
8000 GOVERNOR'S SQUARE BLVD STE 101
MIAMI LAKES, FL 33016

PROJECT DESCRIPTION: Modification of Permit No. 50-05178-P for construction and operation of a surface water management system serving 62.8 acres of residential development known as North County PUD, Phase I.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 36 TWP 42S RGE 42E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 010924-8, dated September 24, 2001. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

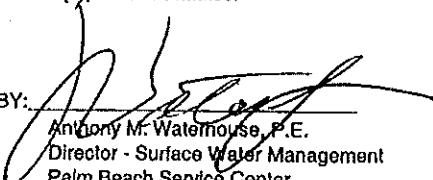
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statute, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 & 5).
3. the attached 11 Special Conditions (See Pages : 5 - 5 of 5 and
4. the attached 2 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 21st day of May, 2002, in accordance with Section 120.60(3), Florida Statutes.

BY: 
Anthony M. Waterhouse, P.E.
Director - Surface Water Management
Palm Beach Service Center

Certified mail number 7000 1530 0000 2749 9018

Enclosures

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the

GENERAL CONDITIONS

approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and

Application No. 010924-8
Page 4 of 5

GENERAL CONDITIONS

40E-1.6107, F.A.C. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

Application No. 010924-8
Page 5 of 5

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 21, 2007.
2. Operation of the surface water management system shall be the responsibility of TURTLE CAY MASTER ASSOCIATION, INC.. The permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of Incorporation, and a copy of the certificate of Incorporation for the association concurrent with the engineering certification of construction completion.
3. Discharge Facilities:
Through Previously Permitted Facilities
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. Reference is made to Exhibit No. 2, Sheets 1 through 12 by Schnars Engineering Corporation, consisting of drainage plans and detail sheets. The drawings have been signed and sealed by Jeffrey T. Schnars, P.E., of Schnars Engineering Corporation on November 01, 2001 and have been included in this permit by reference (please see permit file).
11. All special conditions and exhibits previously stipulated by permit number 50-05178-P remain in effect unless otherwise revised and shall apply to this modification.

This

Return to Continental Homes,
 Attn: Robin Pedivetti
 8000 Governors Square Blvd # 101
 Miami Lakes, FL 33016

DECLARANT

**DECLARATION OF RESTRICTIVE COVENANT
 FOR AFFORDABLE HOUSING IN ACCORDANCE WITH
 THE SPECIAL METHODOLOGIES IN COMPLIANCE WITH
 THE TRAFFIC PERFORMANCE STANDARDS ORDINANCE**

THIS DECLARATION OF RESTRICTIVE COVENANT FOR AFFORDABLE HOUSING IN ACCORDANCE WITH THE SPECIAL METHODOLOGIES IN COMPLIANCE WITH THE TRAFFIC PERFORMANCE STANDARDS ORDINANCE (the Declaration) is made by West Riviera, L.L.C. a Florida limited liability company and Continental Homes of Florida, Inc. (hereinafter referred to as the "Declarant") as the current owners of the property described on Exhibit "A" attached hereto (the "Property").

1. **Definitions:** In this Covenant, the following words and phrases shall have the meanings indicated, unless the context requires otherwise.

a. "Affordable Housing" shall have the meaning contained in the Palm Beach County 1989 Comprehensive Land Use Plan's Housing Element, as of that date or as such term may be modified in future amendments to the Plan. As presently defined (page 2-HE), Affordable Housing means that monthly rents including utilities or monthly mortgage payments including property taxes, insurance and utilities do not exceed thirty (30%) percent of that amount which represents the percentage of the median adjusted gross annual income for the households composed of very low-income persons, low-income persons and moderate-income persons.

b. "Adjusted Gross Income" as defined by the Palm Beach County Comprehensive Plan means all wages, assets, regular cash or non-cash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code.

c. "Required Affordable Housing Unit" means 45 townhouse units within the Development for which 10 year deed restrictions shall be recorded in accordance with the provision of paragraph (4) herein which shall be disbursed throughout the townhouse development and 45 required moderate income units.

d. "Declarant" means the entity creating the initial Development, and the Association, created pursuant to a Declaration of Covenants and Restrictions for the Property. Declarant is the original Developer (West Riviera, L.L.C.), Continental Homes of Florida, Inc., and its successor or assigns.

e. "Association" means the Homeowners Association to be created in connection with the Development, pursuant to a Declaration of Covenants and Restrictions.

f. "Development" means a planned unit development of homes in Riviera Beach, Florida, to be known as "Parcel 17.03".

g. "Eligible Household" means one or more persons living together and sharing living expenses whose combined income does not exceed the limits of low and moderate income households as identified in the guidelines of the U.S. Department of Housing and Urban Development (HUD), localized for Palm Beach County, and published annually by the Palm Beach County Department of Housing and Community Development. Eligible low income households are those with adjusted gross incomes less than or equal to eighty (80%) percent of the median adjusted gross income for households within the County. Eligible moderate income households are those with adjusted gross incomes greater than eighty (80%) percent, and less than or equal to one hundred twenty (120%) percent of the median adjusted gross income for households within the County. For purposes of this paragraph, one or more persons from this living arrangement will occupy a Required Affordable Unit on a year-round basis as the primary residence.

h. "Owner" means the person or entity identified in this covenant as the Declarant and/or any successor or assign holding an interest in a Required Affordable Unit.

i. "Compliance Period" shall mean 10 years from the date of issuance of the first certificate of occupancy for a Required Affordable Unit.

j. "Monitoring Entities" shall mean the City of Riviera Beach, and the Palm Beach County Department of Housing and Community Development, through its Commission on Affordable Housing.

2. **Occupancy.** A Required Affordable Housing Unit subject to this Declaration shall be occupied only by an Eligible Household on the date of occupancy of the Unit.

3. **Term of Covenant.** The Term of this covenant shall be for a period of ten (10) years for ownership/for sale units, from the date of the issuance of the final Certificate of Occupancy for the first Required Affordable Low Income Unit (the "Term").

4. **Restriction** Declarant shall include in every deed of sale for a Required Affordable Low Income Unit, a restriction stating as follows: "This property is to be sold and occupied by an Eligible Low Income Household only in accordance with the Declaration of Restrictive Covenant for Affordable Housing recorded in ORB _____ P _____ of the Public Records of Palm Beach County. Said Declaration requires

verification by Palm Beach County of the eligible household prior to closing. This restriction shall be in effect for 10 years from the date of the Certificate of Occupancy for the first Required Affordable Low Income Unit."

5. Selection of Eligible Households. The Declarant, The County and the Association, their successors and assigns, agree that the procedures for selection of an occupant of an ownership/for sale Required Affordable Unit under this paragraph shall not discriminate against any applicant based upon any protected class included in any federal, state or local fair housing law. For so long as the Declarant is the owner of an Required Affordable Unit, selection of an Eligible Household, evaluation of its income and assignments of Affordable Units shall be performed exclusively by the Declarant according to the expressed terms of this paragraph. Thereafter, such selection, shall be performed by the Association. The Declarant and the Association, as applicable, shall have the unrestricted right to screen all Eligible Household applicants. Such screening shall include, but not be limited to, credit-worthiness, employer references, income and ownership of assets and any other background checks usually made by the Declarant or the Association on any prospective purchaser's application. Subject to the foregoing, the Declarant or the Association shall retain the exclusive and absolute right to reject Eligible Household applicants. Once approved by Declarant or Association the eligible household must be submitted to Palm Beach County for verification of income eligibility prior to closing on that unit.

6. Occupancy of Affordable Units. Ninety (90) units have been identified and required by Section 15 of the Palm Beach County Unified Land Development Code to be sold only as Affordable Low and Moderate Income Housing Units. These ninety (90) units have been exempted from meeting the requirements of Traffic Performance Standards, therefore, these units may only be sold to eligible households. It is the expressed intent of the Board of County Commissioners to provide the Traffic Performance Standards exemption for the entire development in exchange for the provision of affordable housing opportunities. It would not be acceptable, therefore, for the Declarant to refuse to place Eligible Households in Required Affordable Housing Units thereby leaving them vacant for extended periods.

Therefore: Declarant covenants as follows:

- a. Declarant shall sell 10% of its homes to Eligible Low Income Households, (see 1.g. above).
- b. Declarant shall sell an additional 10% of its homes to Eligible Moderate Income Households, (see 1.g. above).
- c. Beginning on the first anniversary of the first Certificate of Occupancy issued for an Required Low Income Unit within the Development (and then annually until and including the tenth such anniversary), Declarant shall file an annual Affordable Housing Summary Report with the Monitoring Entities. This report shall provide the Monitoring Entities with documentary evidence showing how many Eligible Low and Moderate Income Households have occupied homes within the development. (See: Section 8.)

- d. It is desired that Required Low and Moderate Income Units be occupied at the same rate as other Units. Declarant shall therefore covenant the following performance at each annual reporting:
- i. Declarant will document number and location of Required Low and Moderate Income Units and other Units occupied during the year at the time of the annual report.
 - ii. In the event at least 10% of the total sales and/or resales made during the year were Required Low Income Units or the number of sales or resales, cumulatively meets or exceeds the number of required affordable housing units, Declarant shall have no further obligations during that year.
 - iii. In the event that less than 10% of the cumulative sales and/or resales do not meet the number of Required Low Income Units, then The City of Riviera Beach shall suspend building permits for Non-Restricted Units, until the ratio of total sales and/or resales of Affordable Low Income Units to Total Units reaches 10%. Once achieved, the 10% ratio of Required Low Income Units must be maintained for the duration of this covenant.
 - iv. Prior to the issuance of the 225th building permit for the townhouse section of development, Declarant shall submit a report showing the number and the location of the restricted units. In the event that less than 45 units are deed restricted, or that the deed restricted units are not disbursed throughout the townhouse development, no building permits shall be issued by the City of Riviera Beach for any non-restricted units, until the required number of deed restricted, disbursed units is in compliance with this covenant.

7. Covenant Compliance. The Declarant, the Association, their successors and assigns, shall furnish to the County such information about the Required Low and Moderate Income Units as the County may request at each occasion of transfer of title, including, but not limited to the identity of the Declarant, the identity of the Eligible Household, the condition of the unit, the identity of the occupants, and the household income of the occupants, all for the purpose of assuring compliance with this Declaration. Declarant shall include in each sales agreement the right of County to approve the sale of the unit to an Eligible Household, and the requirement to provide income and other necessary information to the County. The Declarant, and their successors and assigns, shall include a reference to the Ten (10) Year Deed Restriction which guarantees the affordability of the unit, and which requires County verification on initial sale and verification of resales to an Eligible Low Income Household before closing, and an explanation of the responsibilities resulting from the Ten (10) Year Deed Restriction upon any subsequent owners, successors and assigns, in any and all sales documents, agreements, etc, and in deeds or other instruments conveying an interest in the Required Low Income Property or any part thereof. It is further agreed that the covenants and restrictions contained herein are for public purposes.

8. Annual Report. The Declarant and/or the Association shall provide a report detailing compliance with the terms of this Covenant, as well as the maintenance of satisfactory occupancy rate for the ninety (90) Required Low and Moderate Income Units for the purpose of assuring compliance with this covenant.

Not later than June 1st of each year following the issuance of the first certificate of occupancy for a Required Low Income Unit, for the term of this covenant, the Declarant shall furnish to the Monitoring Entities, on a form provided by the County, this Annual Report which shall contain, at a minimum, sufficient information and documentation to prove the compliance of the Declarant with this paragraph for each unit:

- a. The identity of the Declarant and/or Owner(s);
- b. The compliance with report requirements explained in Section 15 below.

9. Covenant to Run with the Land. It is intended and agreed that the covenants and restrictions set forth in this Declaration shall run with the land constituting the property and shall be binding upon any owner(s), successors and assigns for the benefit of and shall be enforceable by the County and its successors and assigns, for a period of ten (10) years from the date of the issuance of the final certificate of occupancy for the first required affordable low income unit.

10. Deed Restrictions. A deed restriction will be required for each ownership/for sale Required Low Income Unit in order to guarantee the affordability of each of these units for a period of ten (10) years as required by ULDC Section 15. Specifically for the Parcel 17.03, Riviera Beach, Florida, residential development 45 low income townhouse units will be required to be deed restricted for a period of 10 years from the date of the issuance of the final certificate of occupancy for the first required affordable low income unit.

11. Modifications: This covenant shall not be extinguished/enlarged, modified or replaced during the Ten (10) Year Term except with written authorization of Palm Beach County Board of County Commissioners.

12. Fair Housing: The Declarant and the Association, their successors and assigns, agree that the sale or rental of all units shall be done in conformity with federal, state or local Fair Housing laws.

13. Enforcement. Without limitation on any other rights or remedies of the County, its successors or assigns, in the event of any occupancy of any Required Low and Moderate Income Unit in violation of the provisions hereof, the County shall be entitled to seek specific performance of the provisions hereof. If any action is required to enforce the provisions of this paragraph, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

14. Penalties: Remedies for Violations. Should there be found any violation of any of the restrictions, covenants and/or agreements set forth herein, the Declarant or the selling Owner shall be liable to pay to Palm Beach County money damages equaling the incentive offered by the Developer at time of initial sale, but in no event less than ten thousand dollars (\$10,000). Any damages payable under this section shall be paid into the Palm Beach County Affordable Housing Trust Fund.

15. Reports. All reports required hereunder shall be sent to the following: Planning Director, Palm Beach County Planning, Zoning and Building Department, 100 Australian Avenue, West Palm Beach, Florida 33406; Director, Housing and Community Development Department, 3323 Belvedere Road, Bldg. 501, West Palm Beach, Florida 33406; and, The Community Development Director, City of Riviera Beach, 600 W. Blue Heron Blvd., Riviera Beach, Florida 33404.

16. Recorded in the Public Records. This Covenant shall be recorded in the Official Public Records of Palm Beach County. A copy of the recorded Covenant shall be provided to the Director of Planning, the Palm Beach County Planning, Zoning and Building Department, 100 Australian Avenue, West Palm Beach, Florida 33406.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17 day of October, 2001.

City of Riviera Beach

ATTEST:

THE CITY OF RIVIERA BEACH

By: [Signature]
City Clerk

By: [Signature]
Mayor

DATED: 10/17/01

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
City Attorney

This is Not a Certified Copy

Declarant

West Riviera, L.L.C. a Florida limited liability company

Waldemar K. Schickedanz
Print Name

Waldemar K. Schickedanz
Signature
Waldemar K. Schickedanz, President
Schickedanz Capital Group, L.L.C.
Managing Member - West Riviera, L.L.C.
Title

Continental Homes of Florida, Inc.

Paul J. Ruonaniemi
Print Name

Paul J. Ruonaniemi
Signature
Division President
Title

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

The foregoing instrument was acknowledged before me this 23 day of August, 2001, by WALDEMAR K. SCHICKEDANZ who is personally known to me or has produced as a type of identification.

Gail A. Fieese
Notary Signature



Print Name: Gail A. Fieese
Notary Public, State of: Florida
Serial Number, if any: CC-850220
My commission expires: 6/28/03

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This is

EXHIBIT A
LANDS OF CONTINENTAL HOMES OF FLORIDA, INC.
(NORTH COUNTY P.U.D. PLAT 1)

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FLORIDA, FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,506.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 75.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 150.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 16.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'21" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.15 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 145.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 60.00 FEET WEST OF, AS

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MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 337.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 134.70 FEET; THENCE, SOUTH 29°08'36" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A"; THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 40.23 ACRES, MORE OR LESS

EXHIBIT B
LANDS OF WEST RIVIERA, L.L.C.
(PROPOSED NORTH COUNTY PLAT P.U.D. PLAT 2)

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36 AND THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36.

LESS AND EXCEPTING THE RIGHT-OF-WAY FOR MILITARY TRAIL (STATE ROAD NO. 809).

ALSO LESS AND EXCEPTING THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1308, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPTING THE 60 FOOT CANAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCELS ONE AND TWO:

(PARCEL ONE) APARTMENT PARCEL

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 60.00 FEET; THENCE, NORTH 01°53'30" EAST, ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 657.64 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 01°53'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1007.10 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°26'48" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1056.02 FEET; THENCE, SOUTH 01°40'48" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE POINT OF BEGINNING.

(PARCEL TWO) NORTH COUNTY P.U.D. PLAT 1

This

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FOR A POINT OF BEGINNING.

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,506.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 73.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 130.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 16.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'21" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HERINAFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.14 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 145.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 357.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 154.70 FEET; THENCE, SOUTH 29°06'36" EAST, CONTINUING ALONG

SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER FROM PARCEL TWO, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A", THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A" THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING.

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.75 NET ACRES, MORE OR LESS.