

EXHIBIT "A"

SEVENTH AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR RIVER BRIDGE

This Seventh Amendment to Declaration of Protective Covenants and Restrictions for River Bridge made this 16 day of December, 1992, by RIVER BRIDGE CORPORATION and by OLIVE TREE CORPORATION, both Delaware corporations qualified to do business in the State of Florida (hereinafter collectively referred to as "Developer").

WHEREAS, on February 17, 1984, Developer entered into a Planned Unit Development Agreement with the City of Greenacres (the "P.U.D. Agreement"), which P.U.D. Agreement is recorded in Official Records Book 4186 at Page 1717 of the Public Records of Palm Beach County, Florida, and which establishes terms and conditions for the development of a Planned Unit Development known as River Bridge located in the City of Greenacres, Palm Beach County, Florida; and

WHEREAS, on August 20, 1985, the First Amendment to the Declaration was filed in Official Records Book 4628 at Page 844, of the Public Records of Palm Beach County, Florida; and

WHEREAS, on June 19, 1986, the Second Amendment to the Declaration was filed in Official Records Book 4912 at Page 1744 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on November 15, 1988, the Third Amendment to the Declaration was filed in Official Records Book 5871 at Page 1832 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on December 27, 1988, the Fourth Amendment to the Declaration was filed in Official Records Book 5914 at Page 1620 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on January 6, 1994, the Fifth Amendment to the Declaration was filed in Official Records Book 8065 at Page 1384 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on January 6, 1994, the Sixth Amendment to the Declaration was filed in Official Records Book 8065 at Page 1391 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration specifically provides in Article XVIII, Section 1, as set forth in the Fifth Amendment, that terms and provisions of the Declaration may be amended so as to affect only specific parcels, and as hereinafter set forth, this Seventh Amendment shall only affect the "Committed Olive Tree Property" as described in the Sixth Amendment to this Declaration.

NOW, THEREFORE, Developer, upon its initiation and as holder of in excess of fifty one percent (51%) of the votes of the Members of the Master Association, established pursuant to the Declaration, hereby amends the provisions of the Declaration as hereinafter set forth:

A. It is hereby declared that as to the "Committed Olive Tree Property" described in the Sixth Amendment, all of the terms and provisions of the Declaration of Protective Covenants and Restrictions for River Bridge and all exhibits and amendments thereto, are hereby amended and restated in their entirety, and are replaced with the "Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree" attached hereto as Exhibit "1", which is hereinafter referred to as the "Master Declaration for Olive Tree".

B. The terms and provisions of the Master Declaration for Olive Tree shall govern the "Committed Olive Tree Property" and such additional properties as may hereafter be annexed to the "Committed Olive Tree Property" by the Declarant as therein more specifically set forth.

C. Simultaneously herewith, the River Bridge Property Owners' Association, Inc., has executed and delivered, pursuant to the provisions of Article XVIII, Section 2, of the Declaration of Protective Covenants and Restrictions for River Bridge an Assignment (the "Assignment"), which is attached hereto as Exhibit "2", thereby assigning, all of the rights, powers, obligations, easements and estates reserved by or granted to the River Bridge Property Owners' Association, Inc., pursuant to the Declaration of Protective Covenants and Restrictions for River Bridge, to the Olive Tree Property Owners' Association, Inc., as the foregoing pertains to the "Committed Olive Tree Property" only. This Assignment shall not be deemed to affect the River Bridge Property Owners' Association, Inc.'s rights, powers, obligations, easements and estates reserved by or granted thereto as pertains to the "South Tract", which is that portion of the River Bridge P.U.D., south of Forest Hill Boulevard.

D. Simultaneously herewith, River Bridge Corporation and Olive Tree Corporation, in their capacity as Developer under the Declaration, have executed and delivered an Assignment ("Developer Assignment") which is attached hereto as Exhibit 3, thereby assigning, all the rights, powers, obligations, easements, estates and interests reserved by or granted to the Developer under the Declaration, to Olive Tree Corporation, a Delaware corporation qualified to do business in the State of Florida, as the foregoing pertains to the "Committed Olive Tree Property" only. This Developer Assignment shall not be deemed to affect the Developer's rights, powers, obligations, easements, estates or interests reserved by or granted to the Developer under the Declaration as pertains to the "South Tract", which is that portion of the River Bridge P.U.D., south of Forest Hill Boulevard.

E. Pursuant to the terms of Article XVIII, Section 1, of the Declaration, as amended by the Fifth Amendment, in its capacity as the Owner of the "Committed Olive Tree Property", Olive Tree Corporation, by execution herein below, joins in and consents to this Amendment. Further, it is hereby acknowledged and agreed by all parties that the Declaration for Olive Tree may hereafter be amended as more specifically set forth therein.

F. Notwithstanding anything in the Declaration, and any Amendments thereto, to the contrary, there is hereby imposed a condition subsequent to the annexation of the "Committed Olive Tree Property": that in the event a court of competent jurisdiction enters a final judgment providing that any term or provision of the Fifth Amendment, the Sixth Amendment, the Seventh Amendment or the Assignment, are declared ineffective or void for any reason whatsoever, then in that event the Developer may, at Developer's sole discretion, withdraw the "Committed Olive Tree Property", and any other additional property hereafter annexed to the "Committed Olive Tree Property" without the consent or joinder of any other party. In the event the Developer elects to withdraw the "Committed Olive Tree Property" from the force or effect of the Declaration, notwithstanding such withdrawal, the Master Declaration of Protective Covenants and Restrictions for Olive Tree shall be deemed to be in full force and effect and shall control the "Committed Olive Tree Property".

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name by its undersigned duly authorized officers on the day and year first above written.

ORB 8065 Pg 1400

DEVELOPER:

RIVER BRIDGE CORPORATION

Attest: Hal Bradford  
Assistant Secretary

By:

Richard Croteau  
Print name: Richard Croteau  
Its VICE President

OLIVE TREE CORPORATION

Attest: Hal Bradford  
Asst. Secretary

By:

Richard Croteau  
Print name: Richard Croteau  
Its VICE President

STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Croteau and Hal Bradford known to me to be the VICE President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.



Tracy Lee Longo  
NOTARY PUBLIC  
Tracy Lee Longo  
Printed Notary Signature

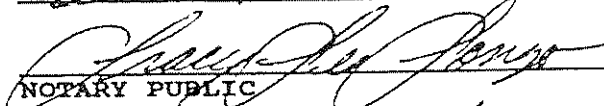
My Commission Expires:

(SEAL)

STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Croteau and Hal Bradford known to me to be the VICE President and Assistant Secretary, respectively, of OLIVE TREE CORPORATION, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known.

WITNESS my hand and official seal in the County and State  
last aforesaid this 16 day of December, 1993.

  
\_\_\_\_\_  
NOTARY PUBLIC

  
\_\_\_\_\_  
Printed Notary Signature

My Commission Expires:

(SEAL)



CONSENT AND JOINDER OF MASTER ASSOCIATION

The Master Association hereby consents to and joins in the foregoing Seventh Amendment to Declaration of Protective Covenants and Restrictions for River Bridge. The undersigned hereby certifies that (a) this Amendment has been approved by at least 51% of the votes of the Members, in accordance with provisions of Florida Statute Section 607.0701(4), by the written consent of the holders of at least 51% of the votes; and (b) notice of such consent has or shall be given to the Members who have not consented in writing, as required by Florida Statute Section 607.0701(4).

RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation not for profit.

Attest: *William W. Franklin*  
Assistant Secretary

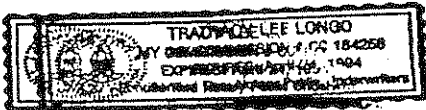
By: *R.L. Proteau*  
R.L. PROTEAU, President

(SEAL)

STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared *Richard Proteau* and *William W. Franklin* known to me to be the President and Assistant Secretary, respectively, of RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: *personally known*.

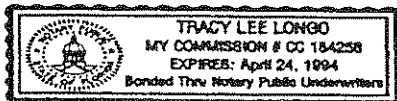
WITNESS my hand and official seal in the County and State last aforesaid this 10 day of November, 1992.



*Tracy Lee Longo*  
NOTARY PUBLIC  
Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)



THIS INSTRUMENT PREPARED BY:

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MASTER DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
OLIVE TREE

EXHIBIT "1"

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OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

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MASTER DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
OLIVE TREE

This DECLARATION is made this 16 day of December, 1993 by OLIVE TREE CORPORATION, a Florida corporation, its successors or assigns ("Declarant"), and joined by OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Master Association").

W I T N E S S E T H:

WHEREAS, Declarant, presently having its principal place of business in Palm Beach County, Florida, is the developer of "Olive Tree" (as that term is hereinafter defined); and

WHEREAS, Olive Tree is located in Palm Beach County, Florida, and is legally described on EXHIBIT "A" attached hereto; and

WHEREAS, Declarant is developing Olive Tree, a planned, residential community in several "Phases" and in connection therewith Declarant has determined that initially only a certain portion of Olive Tree shall be committed ("Committed Property," as that term is hereinafter defined under this Declaration), and Declarant may, but is not obligated, to commit other portions of Olive Tree to the force and effect of this Declaration; and

WHEREAS, Declarant by this Declaration imposes the protective covenants, conditions and restrictions set forth herein upon the "Committed" portions of Olive Tree; and

WHEREAS, Declarant or a "Builder" (as that term is hereinafter defined) may impose additional covenants, conditions, and restrictions by "Phase Declarations" (as that term is hereinafter defined) on each Phase in Olive Tree; and

WHEREAS, Declarant desires to provide amenities in Olive Tree, to promote the personal and general health, safety and welfare of residents and to provide the maintenance of the land and improvements thereon; and to this end, desires to subject the "Committed" portion of Olive Tree to the protective covenants, conditions, restrictions, and provisions hereinafter set forth, each and all of which is and are for the benefit of Olive Tree and each "Owner" and "Member" (as those terms are hereinafter defined); and

WHEREAS, Declarant has caused the Master Association to be formed, which Master Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Olive Tree; and the collection and disbursement of the "Operating Expenses" (as said term is hereinafter defined) all as more particularly set forth herein; and

NOW, THEREFORE, the Declarant declares that the "Committed Property" within Olive Tree is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations,

regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the "Committed Property" and be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article 1  
DEFINITIONS

1.01. "Board of Governors" or "Board" shall mean and refer to the Board of Governors of the Master Association.

1.02. "Builder" shall mean and refer to an Owner who is specifically designated as a Builder by Declarant and who intends to construct and sell improvements in Olive Tree in the ordinary course of its business.

1.03. "City" shall mean and refer to the City of Greenacres, Florida.

1.04. "Committed Property" shall mean and refer to (a) those portions of Olive Tree which are legally described in EXHIBIT "B" attached hereto and made a part hereof; and (b) those portions of Olive Tree, if any, which may hereafter become Committed Property pursuant to the recordation of one or more "Supplements" (as that term is hereinafter defined) in the manner set forth more fully in Article 2 hereof.

1.05. "Contributing Unit" is a term which is fully described in Article 7.02 hereof.

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

1.07. "Declaration" shall mean and refer to this document, entitled "Master Declaration of Protective Covenants, Conditions, and Restrictions for Olive Tree", as the same may be amended or supplemented from time to time.

1.08. "Declarant" shall mean and refer to Olive Tree Corporation, a Florida corporation, presently having its principal place of business in Palm Beach County, Florida, its successors or assigns of any or all of its rights under the Declaration, as specified in writing by Declarant.

1.09. "Institutional Mortgagee" shall mean and refer to:

(a) a lending institution having a mortgage lien upon a Unit or Pod including any of the following institutions: a federal or state savings and loan association or service company or building and loan association, any national, state or other bank or real estate investment trust, union pension fund or any mortgage banking company doing business in the State of Florida or a life insurance company; or

(b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, U.S. Department of Housing and Urban Development and Department of Veterans Affairs and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired, insured or guaranteed a mortgage upon a Unit or Pod; or

(c) any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire, or construct improvements upon, the Committed Property and who have a mortgage lien on all or a portion of the Committed Property securing such loan.

1.10. "Master Association" shall mean and refer to Olive Tree Property Owners Association, Inc., a Florida corporation not-for-profit, which has its principal place of business in Palm Beach County, Florida, its successors or assigns. The Master Association is NOT a condominium association.

1.11. "Master Association Common Areas" shall mean and refer to all real property (and interests therein and improvements thereon) and personal property owned, leased by or dedicated to the Master Association for the common use and enjoyment of all Owners and Members.

1.12. "Master Association Documents" shall mean and refer to this Declaration and the Articles of Incorporation ("Articles") which are attached hereto as EXHIBIT "C," and the By-Laws ("By-Laws") which are attached hereto as EXHIBIT "D", the "Design Rules" enacted pursuant to the provisions of Article 4 hereof, and Rules and Regulations ("Rules and Regulations"), if any, of the Master Association, all as may be amended from time to time.

1.13. "Members" shall mean and refer to each Sub-Association, each Owner of a Pod and the Declarant, who shall together comprise the membership of the Master Association as more specifically set forth in Article 5 hereof.

1.14. "Olive Tree" shall mean and refer to the multi-phased, community known as "Olive Tree" planned for development upon the real property legally described in EXHIBIT "A" attached hereto in the City.

1.15. "Operating Expenses" shall mean and refer to the expenses for which the Members and the Owners of Contributing Units are liable to the Master Association as described in this Declaration and in any other Master Association Documents, and include, but are not limited to, the costs and expenses incurred by the Master Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing Master Association Common Areas or portions thereof and improvements thereon.

1.16. "Owner" or "Unit Owner" shall mean and refer to a record owner of fee simple title in a Unit or in a Pod, including, without limitation, Declarant, Builders, and contract sellers, but excluding those Persons having an interest in a Unit or Pod merely as security for the performance of an obligation.

1.17. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.18. "Phase" shall mean and refer to a specifically defined portion of the Committed Property which is designated as such by Declarant or a Builder in a "Phase Declaration" (as that term is hereinafter defined) or in a deed of conveyance from Declarant of a portion of the Committed Property.

1.19. "Phase Declaration" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by a recorded instrument, including a condominium declaration, executed by Declarant or a Builder (or other party to whom Declarant has specifically assigned such right in writing) applicable to one (1) or more specific Phases, but not this Declaration.

1.20. "Plat" shall mean and refer to the Plat of "Olive Tree, Phase 6A", recorded in Plat Book 71, Pages 181-182 of the Public Records of the County, and any other plat(s) of all or a portion of the Committed Property executed by Declarant (or other party to whom Declarant has specifically assigned such right in writing).

1.21. "Pod" shall mean and refer to a portion of the Committed Property which is not subdivided into individual single family lots by a Plat, for example, but not limited to, a site intended for a multi-unit condominium building(s) or a rental building(s) on which a Builder intends to construct Units or commercial site.

1.22. "P.U.D. Agreement" shall mean and refer to the Planned Unit Development Agreement between the City and the Declarant dated February 17, 1984 and recorded in Official Records Book 4186, Page 1703, Public Records of Palm Beach County, Florida, and as amended or as may be hereinafter amended.

1.23. "Structure" shall mean and refer to that which is built or constructed, the use of which requires attachment to the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof."

1.24. "Sub-Association" shall mean and refer to any property owners association, homeowners association, condominium association, or other non-profit entity, its successors and assigns, responsible for administering a portion of the Committed Property pursuant to a Phase Declaration, but not including the Master Association.

1.25. "Supplement" shall mean and refer to a document and the exhibits thereto which, among other things, when recorded by Declarant among the Public Records of the County with respect to a portion of the Uncommitted Property shall commit such property to the force and effect of this Declaration as set forth more fully in Article 2 hereof.

1.26. "Surface Water Management System" shall mean and refer to the lakes, canals, water control structures and other facilities created and used for drainage upon the Committed Property.

1.27. "System" shall mean and refer to the central or master telecommunications receiving and distribution system and surveillance services system, if any, more particularly described in Article 11 hereof.

1.28. "Uncommitted Property" shall mean and refer to those portions of Olive Tree other than the Committed Property.

1.29. "Unit" shall mean and refer to each vacant, single family platted lot depicted upon with a Plat and each residential dwelling on Committed Property including, without limitation, a detached single family home, a single family home which is attached such as a townhouse, villa or patio dwelling, duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building, whether or not any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership or possession. This term shall include the residential dwelling, as well as the land on which it is built, and any other improvements thereon.

## Article 2

### PLAN FOR DEVELOPMENT OF OLIVE TREE

#### 2.01. General Plan for Development

(a) Declarant presently plans to develop all or a portion of Olive Tree as a multi-phased, planned, residential development. Declarant desires to foster the development of Olive Tree as a residential community sharing and benefiting from certain amenities, values, and facilities which may include, without limitation, the Master Association Common Areas.

(b) The Units and Pods shall be located in one (1) or more Phases. Each Phase shall be constructed by Declarant or a Builder and shall be administered by a Sub-Association in accordance with its Phase Declaration.

EXHIBIT "A"  
 TO THE DECLARATION OF  
 PROTECTIVE COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR OLIVE TREE

"LEGAL DESCRIPTION FOR OLIVE TREE"

~~NORTH-TRACT~~

SECTION 10-44-42  
 PALM BEACH COUNTY, FLORIDA

Being part of PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Page 47, Public Records of Palm Beach County, Florida, lying in the West One-Half of Section 10, Township 44 South, Range 42 East, Palm Beach County, Florida, said land lying southerly of the North Line of Block 14; westerly of the centerline of Jog Road as now laid out and in use and northerly of the centerline of Forest Hill Boulevard as now laid out and in use, and being more particularly described as follows:

Commence at the South One-Quarter of said Section 10, said point being on the centerline of Jog Road;  
 thence North  $00^{\circ} 16' 12''$  East along the North-South One-Quarter Section Line of said Section 10, also being the centerline of Jog Road, a distance of 1662.75 feet;  
 thence North  $89^{\circ} 43' 48''$  West, a distance of 40.00 feet to a point on the West Right-of-Way Line of said Jog Road, (an 80-foot Right-of-Way) said point being the POINT OF BEGINNING of the hereinafter described parcel of land;  
 thence continue North  $89^{\circ} 43' 48''$  West, 466.53 feet to an intersection with West Line of Tract 25, Block 14 of said PALM BEACH FARMS CO. PLAT NO. 3;  
 thence South  $00^{\circ} 50' 04''$  East along the West Line of Tract 25 and the East Line of Tract 35, a distance of 771.98 feet to its intersection with the



North Right-of-Way Line of Forest Hill Boulevard as now laid out by instrument recorded in Official Record Book 3852, Page 1094 of the Public Records of Palm Beach County, Florida;

thence South 88° 27' 58" West along said North Right-of-Way Line of Forest Hill Boulevard, a distance of 348.55 feet;

thence South 89° 02' 21" West, along said North Right-of-Way Line, a distance of 1664.65 feet to an intersection with the West Line of Tract 33 of said Block 14;

thence run North 00° 49' 26" West along the West Line of said Tract 33 and along the West Line of Tracts 33, 28, 21, 16 and 9 of said Block 14 a distance of 2876.00 feet to a point 438.16 feet south of the Northwest Corner of said Tract 9;

thence North 89° 00' 12" East, parallel with the North Line of said Tract 9 and the North Line of Tract 10, of said Block 14, a distance of 991.33 feet to a point on the West Line of the East One-Half of said Tract 10;

thence North 00° 49' 45" West along said West Line of the East One-Half of said Tract 10, and along the West Line of the East One-Half of Tract 3, of said Block 14, a distance of 1099.07 feet to the Northwest Corner of said East One-Half of Tract 3;

thence North 89° 01' 00" East along North Line of the East One-Half of said Tract 3, and the North Line of Tract 2, being the North Line of said Block 14, a distance of 1021.23 feet to the Northeast corner of said Tract 2;

thence South 00° 50' 04" East along the East Line of said Tract 2, a distance of 660.67 feet to the Southeast corner of said Tract 2;



thence North 89° 00' 12" East along the North Line of Tract 12, of said Block 14, a distance of 515.61 feet to the aforesaid West Right-of-Way Line of Jog Road;

thence South 00° 16' 12" West, along said West Right-of-Way Line of Jog Road, a distance of 2550.88 feet to the POINT OF BEGINNING.

Containing 187.37 Acres more or less.

SUBJECT to existing Rights-of-Way, Easements, Restrictions and Reservations of Record.



DESCRIPTION

RIVER BRIDGE AND OLIVE TREE  
RESIDENTIAL DEVELOPMENT P.U.D.

SOUTH TRACT

IN SECTIONS 10, 15 and 22-44-42  
PALM BEACH COUNTY, FLORIDA

Being a parcel of land lying in part of PALM BEACH FARMS CO. PLAT NO. 3, recorded in Plat Book 2, Page 47, of the Public Records of Palm Beach County, Florida, lying in Sections 10, 15 and 22, Township 44 South, Range 42 East, Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southwest Corner of said Section 10;  
thence North 02° 24' 55" East along the West Line of Tract 43 of Block 14 of said PALM BEACH FARMS CO. PLAT NO. 3, a distance of 58.00 feet to the Northwest Corner of said Tract 43;  
thence North 88° 55' 21" East along the North Line of said Tract 43, a distance of 30.00 feet to the Southwest Corner of Tract 40 of said Block 14;  
thence North 00° 49' 26" West along the West Line of said Tract 40, a distance of 622.64 feet to its intersection with the South Right-of-Way Line of Forest Hill Boulevard as now laid out and described by the instrument recorded in Official Record Book 3852, Page 1090 of the Official Records of Palm Beach County, Florida;  
thence North 89° 02' 21" East, along said South Right-of-Way Line of Forest Hill Boulevard, a distance of 810.20 feet;  
thence South 44° 02' 21" West, a distance of 35.36 feet;



thence South  $00^{\circ} 57' 39''$  East, a distance of 565.00 feet;  
 thence South  $10^{\circ} 20' 57''$  West, a distance of 50.99 feet;  
 thence South  $00^{\circ} 57' 39''$  East, a distance of 71.83 feet to a point on the  
 North Line of said Section 15;  
 thence continue South  $00^{\circ} 57' 39''$  East, a distance of 24.69 feet;  
 thence North  $89^{\circ} 02' 21''$  East, a distance of 248.10 feet to the beginning  
 of a curve concave to the northwest having a radius of 300.00 feet and a  
 central angle of  $16^{\circ} 08' 21''$ ;  
 thence easterly and northeasterly along the arc of said curve, a distance  
 of 84.50 feet to a point of reverse curve concave to the Southwest having  
 a radius of 412.72 feet and a central angle of  $00^{\circ} 02' 19''$ ;  
 thence northeasterly along the arc of said curve, a distance of 0.28 feet  
 to a point on the South Line of said Section 10;  
 thence continue northeasterly, easterly and southeasterly along the arc  
 of the same curve through a central angle of  $36^{\circ} 37' 00''$ ; a distance of  
 263.76 feet to a point on the said North Line of Section 15;  
 thence continue Southeasterly along the arc of the same curve through a  
 central angle of  $36^{\circ} 00' 41''$ , a distance of 259.40 feet;  
 thence South  $34^{\circ} 26' 00''$  East along the tangent of said curve, a distance  
 of 71.84 feet to the beginning of a curve concave to the northeast having  
 a radius of 300.00 feet and a central angle of  $54^{\circ} 14' 22''$ ;  
 thence southeasterly and easterly along the arc of said curve, a distance  
 of 284.00 feet;  
 thence South  $88^{\circ} 40' 22''$  East along the tangent of said curve, a distance  
 of 589.41 feet to a point on the West Right-of-Way Line of Jog Road as now  
 laid out and in use;



thence South  $01^{\circ} 19' 38''$  West, a distance of 2887.69 feet to a point on the easterly extension of the North Right-of-Way Line of an existing 30 foot platted road lying between Tracts 16 and 17, Block 21 of said PALM BEACH FARMS CO. PLAT NO. 3;

thence continue South  $01^{\circ} 19' 38''$  West, along said West Right-of-Way Line of Jog Road, a distance of 80.07 feet to a point on the easterly extension of a line 50 feet south of, at right angles and parallel with the North Line of said Tract 17 said line being the South Line of a Palm Beach County Road Right-of-Way (a 50 foot right-of-way over and across the north 50 feet of said Tract 17 and Tracts 18 and 19 of said Block 21);

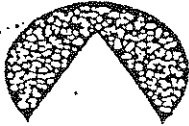
thence continue South  $01^{\circ} 19' 38''$  West, along said West Right-of-Way Line of Jog Road, a distance of 2050.67 feet to a point on the North Line of said Section 22;

thence South  $02^{\circ} 07' 08''$  West, a distance of 570.94 feet, along said West Right-of-Way Line of Jog Road, to a point on easterly extension of the South Line Block 21 of said PALM BEACH FARMS CO. PLAT NO. 3;

thence South  $88^{\circ} 54' 19''$  West, along said extension and South Line of said Block 21, to Southwest Corner Tract 39 of said Block 21, a distance of 2192.64 feet;

thence North  $01^{\circ} 02' 42''$  West, along West Line of said Tract 39, a distance of 659.73 feet to a point on the South Line of Tract 27, said Block 21;

thence South  $88^{\circ} 54' 26''$  West along said South Line, a distance of 359.07 feet to the Southwest Corner of said Tract 27;



thence North 02° 24' 55" East, along the West Line of said Tract 27, a distance of 37.85 feet to the South Line of said Section 15;

thence North 88° 16' 01" West, along said South Line, a distance of 35.00 feet to the Southwest Corner of said Section 15;

thence North 02° 47' 28" East, along the West Line of said Section 15, a distance of 1924.39 feet to a point on the westerly extension of a line 50 ft. South of, at right angle and parallel with North Line of Tract 19, Block 21 said line being the South Line of a Palm Beach County Road Right-of-Way;

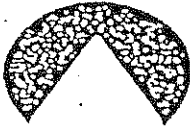
thence North 02° 47' 28" East, along the West Line of said Section 15, a distance 80.18 feet to a point on the Westerly extension of the South Line of Tract 14, said Block 21, said Line also being the North Right-of-Way Line of an existing 30 foot platted street;

thence North 88° 54' 46" East along the westerly extension of the South Line of said Tract 14 and the South Line of said Tract 14, a distance of 592.36 feet to the Southeast Corner of said Tract 14;

thence North 01° 06' 49" West along the East Line of said Tract 14, a distance of 660.80 feet, to the Northeast Corner of said Tract 14;

thence South 88° 53' 53" West, along the North Line of said Tract 14 and its westerly extension, a distance of 547.26 feet to said West Line of Section 15;

thence North 02° 47' 28" East, along said West Line of Section 15, a distance of 690.58 feet to a point on the westerly extension of the South Line of Tract 6, said Block 21;



thence North 88° 55' 00" East along the westerly extension of the said South Line of Tract 6, and the South Line of said Tract 6, a distance of 500.26 feet to the Southeast Corner of said Tract 6;

thence North 01° 12' 19" West along the East Line of said Tract 6, a distance of 659.50 feet to the Northeast Corner of said Tract 6;

thence South 89° 06' 07" West along the North Line of said Tract 6 and its westerly extension, a distance of 454.08 feet to the said West Line of Section 15;

thence North 02° 47' 28" East along the said West Line of Section 15, a distance of 1313.63 feet to the POINT OF BEGINNING.

AND

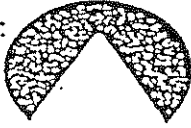
Including that area of land lying between the West Line of Tract 6, said Block 21 and the West Line of said Section 15.

AND

Including that area of land lying between the West Line of Tract 14, said Block 21 and the West Line of said Section 15.

LESS

and excepting therefrom the right-of-way of said 30 foot platted street lying south of Tracts 14, 15 and 16 of said Block 21, said 50 foot Palm Beach County Right-of-Way across the north 50 feet of said Tracts 17, 18 and 19 of said Block 21, and Tract 6 of said Block 21, and Tract 14 of said Block 21.



Containing 330.59 acres, more or less.

SUBJECT to existing Easements, Rights-of-Way, Restrictions and Reservations  
of record.

EXHIBIT "B"  
TO THE DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR OLIVE TREE

"COMMITTED PROPERTY"

The property described as the plat of "Olive Tree -- Phase 6A of the River Bridge P.U.D." in accordance with the Plat thereof recorded in Plat Book 71, Pages 181-182 of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"

ARTICLES OF INCORPORATION  
 OF  
 OLIVE TREE  
 PROPERTY OWNERS ASSOCIATION, INC.  
 (A Corporation Not-for-Profit)

FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 93 DEC 22 PM 3:28

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporate, by the Articles of Incorporation of Olive Tree Property Owners Association, Inc. (the "Articles"), this corporation not-for-profit for the purposes and with the powers set forth herein. The undersigned, for the above-stated purposes, certify as follows:

ARTICLE I  
DEFINITIONS

A. All terms which are defined in the Master Declaration of Protective Covenants, Conditions, and Restrictions for OLIVE TREE ("Declaration"), as recorded in Public Records of Palm Beach County, Florida, shall be used herein with the same meanings as defined in said Declaration.

B. "Master Association" as used herein shall mean Olive Tree Property Owners Association, Inc., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns. The Master Association is NOT a condominium association.

C. "Turnover Date" shall be deemed to refer to the date when Class B membership ceases pursuant to the terms of Article V hereof.

ARTICLE II  
NAME

The name of this Corporation shall be OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred as the "Master Association"), whose present address is 3300 P.G.A. Boulevard, Ste. 900, Palm Beach Gardens, FL 33410.

ARTICLE III  
PURPOSES

The purposes for which this Master Association is organized are to take title to, operate, administer, manage and maintain the Master Association Common Areas and improvements thereon and such other areas of Olive Tree as are dedicated to or made the responsibility of the Master Association in any Plat recorded in the Public Records, in the Declaration, a Supplement or in any other Master Association Documents, in accordance with the terms of and purposes set forth therein; to protect the health, safety and welfare of the Members and Owners; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any Master Association Documents.

ARTICLE IV  
POWERS

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

A. The Master Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Master Association Documents.



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

1. To perform any act required or contemplated by it under the Declaration, any Supplement or any other Master Association Documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Master Association Common Areas and to effectuate all of the purposes for which the Master Association is organized.

3. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Master Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Master Association.

4. After the Turnover Date, acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Master Association, with the assent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Master Association, at a duly called meeting of the Master Association. Prior to the Turnover Date, the vote of the Members shall not be required, and the Master Association shall have the authority to exercise the powers set forth in this Article IV B 4 upon the consent of a majority of the Board.

5. After the Turnover Date, with the assent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Master Association, at a duly called meeting of the Master Association, borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. Prior to the Turnover Date, the vote of the Members shall not be required, and the Master Association shall have the authority to exercise the powers set forth in this Article IV B 5 upon the consent of a majority of the Board.

6. Dedicate, sell or transfer all or any part of the Master Association Common Areas to any public agency, authority, or utility for such purposes and subject to the following: (i) after the Turnover Date, no such dedication or transfer shall be effective without obtaining consent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Master Association, to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Master Association, and prior written consent of Declarant for so long as Declarant owns property within Olive Tree. Prior to the Turnover Date, the vote of the Members shall not be required, and the Master Association shall have the authority to exercise the powers set forth in this Article IV B 6 upon the consent of a majority of the Board.

7. Except as otherwise provided in the Declaration, after the Turnover Date, participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Master Association Common Areas, provided that any such merger, consolidation or annexation shall have the assent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Master Association, at a duly called meeting of the Master Association. Prior to the Turnover Date, the vote of the Members shall not be required, and the Master Association shall have the authority to exercise the powers set forth in this Article IV B 7 upon the consent of a majority of the Board.

8. To maintain, repair, replace and operate the Committed Property in accordance with the Master Association Documents.

9. To enforce the provisions of the Master Association Documents.

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

ARTICLE V  
MEMBERSHIP AND VOTING

A. Sub-Associations and Owners of Pod(s) within Olive Tree shall be Class A Members of the Master Association as more specifically set forth in Article 5 of the Declaration.

B. Declarant shall be a Class B Member of the Master Association, until its Class B membership terminates as hereinafter provided. Thereafter Declarant may be a Class A Member if Declarant is then an Owner. Such Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

1. One (1) year after 95% of the Units that will be ultimately operated by the Master Association, as so determined by Declarant, have been constructed and conveyed to Unit purchasers. The term "conveyed" shall mean the sale of a Unit in fee simple to a purchaser and the recording of an instrument of conveyance to such purchaser among the Public Records of the County, but specifically excluding any sale to a party designated by Declarant as a successor to Declarant and assigned Declarant rights under the Master Association Documents; or,

2. Ten (10) years following conveyance of the first Unit in Olive Tree to a Unit purchaser; or,

3. Such earlier date as Declarant may determine.

C. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Master Association Documents.

ARTICLE VI  
TERM

The term for which this Master Association is to exist shall be perpetual.

ARTICLE VII  
INCORPORATORS

The name and street address of the Incorporator of the Master Association is as follows:

<u>Name</u>	<u>Address</u>
OLIVE TREE CORPORATION	3300 P.G.A. Blvd., Suite 900 Palm Beach Gardens, FL 33410

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE VIII  
OFFICERS

A. The affairs of the Master Association shall be managed by the President of the Master Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect a President, a Vice President, a Secretary and a Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

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

President	-	Maureen A. Franklin
Vice President	-	James K. Lee
Secretary/Treasurer	-	Stephen L. Schore

ARTICLE X  
BOARD OF GOVERNORS

A. The number of members of the First Board of Governors ("First Board") shall be three (3). "First Board" shall refer to the Board of Governors until the Board is expanded as provided in paragraphs C and D of this Article X.

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

<u>Name</u>	<u>Address</u>
Maureen A. Franklin	3300 P.G.A. Blvd., Suite 900 Palm Beach Gardens, FL 33410
Stephen L. Shore	3300 P.G.A. Blvd., Suite 900 Palm Beach Gardens, FL 33410
James K. Lee	3300 P.G.A. Blvd., Suite 900 Palm Beach Gardens, FL 33410

The Declarant shall have the right to remove, appoint, replace or fill any vacancy to the First Board until the Turnover Date.

C. At such time as fifty percent (50%) of the Units that will be ultimately operated by the Master Association, as so determined by Declarant, have been constructed and conveyed to Unit

purchasers, the number of the members of the First Board shall increase to four (4). The three (3) members of the First Board then in office, pursuant to the provisions of Paragraphs A and B above in this Article X, shall automatically continue to be members of the Board, and the provisions of Paragraphs A and B above shall continue to apply. The fourth member of the Board shall be elected by Members, other than Declarant, at an Annual Members Meeting or a Special Members' Meeting of the Master Association called for this purpose within sixty (60) days after the date when the First Board increases to four (4) members as herein provided. Such fourth member shall serve until the next Annual Members' Meeting of the Master Association and a new election shall be held for this fourth member to the Board at each annual members meeting thereafter, provided, however, upon the election of the nine-member Board as provided in Paragraph D of this Article X below, the term of office for such fourth member shall then terminate.

D. After the Turnover Date, there shall be elected a Board composed of seven (7) Governors plus those Governors, if any, which Declarant is entitled to designate as set forth in Paragraph E of this Article X. Upon such election of a new Board under this Paragraph D, Declarant shall relinquish its right to appoint, designate or elect Governors and shall cause all the Governors on the First Board to resign, except for "Declarant Governor" provided in Paragraph E. below.

E. At the first Members' Meeting after the Turnover Date, which shall be held within thirty (30) days after Turnover Date, and at all Annual Members' Meetings thereafter, the Members shall elect all of the Governors, except a "Declarant Governor." After the Turnover Date, and for so long as Declarant owns (i) Units or (ii) land in Olive Tree, Declarant shall have the right, but not the obligation, to designate, remove and/or replace one additional Governor ("Declarant Governor").

F. The Governors to be elected by the Members shall be elected to "Initial Terms" (as that term is hereinafter defined) as follows: Three (3) of the Governors shall serve for a period ("Initial Term") of one (1) year, commencing with the first Members' Meeting after the Turnover Date. Two (2) of the Governors shall serve for a period ("Initial Term") of two (2) years, commencing with the first Members' Meeting after the Turnover Date. The remaining two (2) Governors shall serve for a period ("Initial Term") of three (3) years, commencing with the first Members' Meeting after the Turnover Date. At the termination of each Governor's Initial Term, each Governor elected thereafter at a Members' Meeting shall be elected to a term of three (3) years. At the first Members Meeting after the Turnover Date, the two (2) Governors receiving the most votes shall serve for three (3) years; the Governors receiving the third and fourth most votes shall serve for two (2) years; the Governors receiving the fifth, sixth and seventh most votes shall serve for one (1) year terms.

G. Except for Governors on the First Board, and their successors, and the Declarant Governor, all Governors must be Owners.

H. Upon the resignation of a Governor who has been designated, appointed or elected by Declarant, or the resignation of an officer of the Master Association who was elected by the First Board, the Master Association shall remise, release, acquit, and forever discharge such Governor or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages (except to the extent any such changes are covered by insurance), judgments, executions, claims and demands whatsoever, in law or in equity which the Master Association or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Master Association or Members hereafter may have against such Governor or officer by reason of his having been a Governor or officer of the Master Association.

personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class mail, addressed to the Member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of Members entitled to cast at least two-thirds (2/3rds) of the votes of Members represented at such meeting.

4. By Written Statement. If all the directors and all the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1, 2 and 3 above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the Members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees with the office of the Secretary of the State of Florida for approval and will be effective upon such filing.

Notwithstanding the foregoing provisions of this Article XIII so long as the Declarant holds a portion of Olive Tree for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Declarant.

#### ARTICLE XIV SUCCESSOR ENTITIES

In the event of the dissolution of the Master Association, or any successor entity thereto, any property dedicated or conveyed to the Master Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Master Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Master Association, or such successor.

#### ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 3300 P.G.A. Boulevard, Suite 900, Palm Beach Gardens, Florida 33410, the initial Registered Agent of the Master Association at that address shall be Hal Bradford, Esq.

#### ARTICLE XVII TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Master Association and one (1) or more of its Directors or Officers, or between the Master Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Master Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the

contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Master Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, the Incorporator of Olive Tree Property Owners Association, Inc., has hereunto affixed its signature this 16 day of December, 1993.

Attest: [Signature]  
Hal Bradford  
Assistant Secretary

OLIVE TREE CORPORATION  
BY: [Signature]  
Richard Croteau  
Vice President

The undersigned hereby accepts the designation of Registered Agent of Olive Tree Property Owners Association, Inc. as set forth in Article XV of these Articles.

[Signature]  
HAL BRADFORD

STATE OF Florida }  
COUNTY OF Palm Beach } ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Croteau and Hal Bradford, known to me to be the Vice President and Secretary, respectively, of Olive Tree Corporation, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.

[Signature]  
NOTARY PUBLIC

[Signature]  
Printed Notary Signature

My Commission Expires:



(SEAL)

EXHIBIT "D"  
 BY-LAWS  
 OF  
 OLIVE TREE  
 PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association". The principal office of the corporation shall be located at 3300 P.G.A. Boulevard, Suite 900, Palm Beach Gardens, Florida 33410, but meetings of Members and Directors may be held at such places within Palm Beach County, Florida, as may be designated by the Board of Governors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree ("Declaration") as recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Governors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Governors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Master Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days and not more than sixty (60) days before such meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient) to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Master Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the vote of a majority of the votes by the Members present in person or by proxy shall be binding upon all Members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Members may vote in person, or by proxy as permitted by Section 617.306 of the Florida Corporation Not-for-Profit Act.

#### ARTICLE IV

##### BOARD OF GOVERNORS: NUMBER, TERM, REMOVAL

Section 1. Number and Term. The number and term of Governors shall be as set forth in the Articles of Incorporation.

Section 2. Removal, Death and Resignation. As to Governors elected by Members other than Declarant, any Governor may be removed from the Board with or without cause, by a majority vote of the Members of the Master Association; in the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. As to the First Board of Governors, the provisions of the Articles of Incorporation shall apply.

Section 3. Compensation. No Governor shall receive compensation for any service he may render to the Master Association in such capacity. However, any Governor may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V

##### NOMINATION AND ELECTION OF GOVERNORS

The nomination and election of Governors by Members shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Governors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Governors, and two (2) or more Members of the Master Association. The Nominating Committee shall be appointed by the Board of Governors at least sixty (60) days prior to each annual meeting of the Members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Governors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Governors shall be by open written ballot so as to confirm the number of votes cast by a Member, unless unanimously waived by all Members present. Voting rights of Members shall be as stated in the Declaration.

#### ARTICLE VI

##### MEETING OF GOVERNORS

Section 1. Regular Meetings. Regular meetings of the Board of Governors shall be held at such times, at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Governors shall be held when called by the President of the Master Association, or by any two (2) Governors after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Governors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Governors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.



Section 4. Notice. Notice of Board meetings shall comply with Section 617.303 of the Florida Corporations Not-for-Profit Act.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF GOVERNORS

Section 1. Powers. The Board of Governors shall have the powers reasonably necessary to operate and maintain the Master Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Master Association Common Areas and facilities, and the personal conduct of the Members, Owners and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;

(b) Suspend the voting rights and right of use of any recreational facilities upon the Master Association Common Area of a Member, an Owner, or such Owner's family, guests and tenants, during any period in which such Owner shall be in default in the payment of any assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations; and

(c) Exercise for the Master Association all powers, duties and authority vested in or delegated to the Master Association, including all powers, which may be exercised by corporations not-for-profit pursuant to Chapter 617, Florida Statutes, and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the delegable duties and functions of the Master Association and/or its officers.

Section 2. Duties. It shall be the duty of the Board of Governors to cause the Master Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a record of its acts and corporate affairs as required by Section 617.303, Florida Corporation Not for Profit Act and to present a report or reports thereof to the Members at the annual meeting of the Members, including a financial report;

(b) Supervise all officers, agents and employees of this Master Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to determine the amount of assessments against each Member and each Owner and send notice to every Member as provided in the Declaration;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as required by the Declaration, and such other insurance as deemed appropriate or necessary.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration.

(g) Perform all other duties and responsibilities as provided in the Declaration, the Articles of Incorporation or these By-Laws.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Master Association shall be a President and Vice-President, who shall at all times be members of the Board of Governors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Governors following each annual meeting of the Members.

Section 3. Term. The officers of this Master Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it affective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### PRESIDENT

The President shall preside at all meetings of the Members and Board of Governors; shall have all the powers and duties which are usually vested in the office of the President of a corporation not for profit and shall see that orders and resolutions of the Board are carried out.

#### VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Master Association and affix it on all

papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses, and shall perform such other duties as required by the Board.

#### TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Governors; shall sign all checks, and promissory notes of the Master Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Compensation. No officer shall receive compensation for any service he may render to the Association in such capacity. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE IX

##### COMMITTEES

The Board of Governors shall appoint a Nominating Committee and a Covenants Enforcement Committee as provided in these By-Laws and may appoint such other committees as it deems appropriate in carrying out its purposes.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Master Association shall at all times, during reasonable business hours, be available for reasonable inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Master Association shall be available for inspection by any Member at the principal office of the Master Association, where copies may be purchased, by such Member, at a reasonable cost.

#### ARTICLE XI

##### FINES

In the event of a violation (other than the non-payment of an assessment) by an Owner or a Member, of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Master Association shall have the right to assess fines against such Member or Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Master Association shall have a lien against each applicable Unit or Pod for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Governors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Master Association, governing the use of the Master Association Common Areas, and the personal conduct of the Members, Owners and their guests and lessees are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Governors. The Board of Governors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Unit or Pod which that person

occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Governors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. Unless the alleged violation is repetitive of a previously cited violation, the notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator, Owner, or Member may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Master Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Governors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Owner, the Member or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and, if applicable, no acknowledgment and promise is timely made, the Board of Governors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each separate offense in an amount not to exceed Fifty (\$50.00) Dollars.

(d) A fine pursuant to this section shall be assessed against the Unit or Pod which the violator occupied at the time of the violation, whether or not the violator is an Owner thereof, and shall be collectible in the same manner as any other assessment, including by the Master Association's lien rights as provided in the Declaration. If the fine is not paid within thirty (30) days after the due date, a late fee of up to Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Governors for each month the fine remains unpaid. The person obligated to pay the fine may also be charged costs and reasonable attorney's fees incurred by the Master Association in connection with collection and/or appeal, which shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying his Unit or Pod payment in the amount of any fines so assessed.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Governors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

## ARTICLE XII

### CORPORATE SEAL

The Master Association shall have a seal in circular form having within its circumference the words: OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not For Profit, 1993.

## ARTICLE XIII

### AMENDMENTS

Section 1. Until such time as Class B Membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Governors; and thereafter at a regular or

special meeting of the Members, by a vote of a majority of the votes by the Members present in person or by proxy.

Section 2. Notwithstanding the foregoing provisions of this Article XIII so long as the Declarant holds a portion of Olive Tree for sale in the ordinary course of business, no amendment to these By-Laws may be adopted or become effective without the prior written consent of Declarant.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Master Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the foregoing were adopted by the Board of Governors as the By-Laws of OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC. this 27<sup>th</sup> day of December, 1993.

OLIVE TREE PROPERTY OWNERS  
ASSOCIATION, INC.

Stephen L. Schur  
Stephen L. Schur, Secretary  
SHORE

ASSIGNMENT

THIS ASSIGNMENT is made by and between RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, ("Assignor") and OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, ("Assignee").

## W I T N E S S E T H:

WHEREAS, pursuant to the Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 4221, Page 1759, Public Records of Palm Beach County, Florida, together with all Amendments thereto ("River Bridge Declaration") Assignor has jurisdiction over and governs the affairs of certain property as specifically described in the River Bridge Declaration and Amendments thereto, which are portions of the Planned Unit Development known as River Bridge in accordance with the P.U.D. Agreement entered into by the City of Greenacres and the Developer under the River Bridge Declaration, as recorded in Official Records Book 4186, Page 1703, Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer, in its capacity as a member of Assignor, has caused the River Bridge Declaration to be amended by virtue of the Seventh Amendment thereto, and in accordance with the provisions thereof, the terms and provisions of the Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree ("Olive Tree Declaration") shall govern the "Committed Olive Tree Property", and the Assignee hereunder is the property owners' association which shall have the jurisdiction, rights, powers, and duties and responsibilities of the Association under the provisions thereof; and

WHEREAS, Assignor desires to assign to Assignee any and all of its rights, powers, obligations, easements, estates and interests reserved by or granted to Assignor under the River Bridge Declaration, as pertains to the "Committed Olive Tree Property".

NOW, THEREFORE, for and in consideration of the premises hereof and the terms and provisions of the Fifth, Sixth and Seventh Amendments to the Declaration of River Bridge, and Ten Dollars (\$10.00) and other good and valuable consideration, paid by each party unto the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Assignor does hereby absolutely and in perpetuity assign to Assignee all of its rights, powers, obligations, easements, estates and interests reserved by and granted to Assignor pursuant to the terms and provisions of the River Bridge Declaration, as pertains to the "Committed Olive Tree Property" and additional property which may be annexed to the "Committed Olive Tree Property". By execution hereof, Assignee does hereby accept this Assignment, and Assignor is hereby relieved and released from all such obligations with respect to any such rights, powers, obligations, easements, or estates arising after this Assignment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 10 day of December, 1993.

EXHIBIT 2

RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation not for profit.



Attest: Maureen A. Frank  
Assistant Secretary

By: [Signature]  
President

(SEAL)

OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation not for profit.

Attest: [Signature]  
Assistant Secretary

By: Maureen A. Frank  
President

(SEAL)

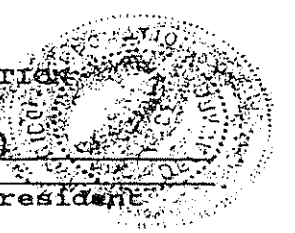
APPROVED:

DEVELOPER AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE

Attest: [Signature]  
Assistant Secretary

RIVER BRIDGE CORPORATION

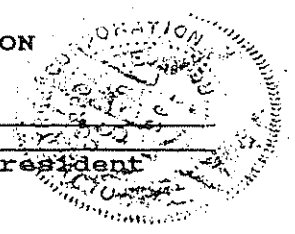
By: [Signature]  
Print name: \_\_\_\_\_  
Its VICE - President



Attest: [Signature]  
Assistant Secretary

OLIVE TREE CORPORATION

By: [Signature]  
Print name: \_\_\_\_\_  
Its VICE - President



STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Costello and Maureen A. Frank known to me to be the \_\_\_\_\_ President and Assistant Secretary, respectively, of RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known.

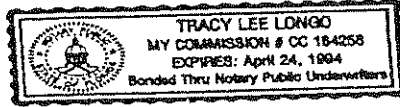
WITNESS my hand and official seal in the County and State last aforesaid this 16 day of November, 1993.

Tracy Lee Longo  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)



STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Maurice Franklin and Stephen Shore known to me to be the        President and Assistant Secretary, respectively, of OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of November, 1993.

Tracy Lee Longo  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)



STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Patten and Hal Washford known to me to be the        President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known



WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.

Tracy Lee Longo  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)  
STATE OF Florida )  
COUNTY OF Palm Beach ) ss:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Cotton and Ed [unclear] known to me to be the President and Assistant Secretary, respectively, of OLIVE TREE CORPORATION, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of personally known identification of the above-named persons:

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.

Tracy Lee Longo  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)



## ASSIGNMENT

THIS ASSIGNMENT is made by and between RIVER BRIDGE CORPORATION and OLIVE TREE CORPORATION, Delaware corporations authorized to do business in the State of Florida, (collectively hereinafter referred to as "Assignor") and OLIVE TREE CORPORATION, a Delaware corporation qualified to do business in the State of Florida, ("Assignee").

## W I T N E S S E T H:

WHEREAS, pursuant to the Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 4221, Page 1759, Public Records of Palm Beach County, Florida, together with all Amendments thereto ("River Bridge Declaration") Assignor is the Developer pertaining to certain property as specifically described in the River Bridge Declaration and Amendments thereto, which are portions of the Planned Unit Development known as River Bridge in accordance with the P.U.D. Agreement entered into by the City of Greenacres and the Developer under the River Bridge Declaration, as recorded in Official Records Book 4186, Page 1703, Public Records of Palm Beach County, Florida; and

WHEREAS, Assignor has caused the River Bridge Declaration to be amended by virtue of the Seventh Amendment thereto, and in accordance with the provisions thereof, the terms and provisions of the Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree ("Olive Tree Declaration") shall govern the "Committed Olive Tree Property", and the Assignee is stated to be the Declarant therein; and

WHEREAS, Assignor desires to assign to Assignee any and all of its rights, powers, obligations, easements, estates and interests reserved by or granted to Assignor under the River Bridge Declaration, as pertains to the "Committed Olive Tree Property".

NOW, THEREFORE, for and in consideration of the premises hereof and the terms and provisions of the Fifth, Sixth and Seventh Amendments to the Declaration of River Bridge, and Ten Dollars (\$10.00) and other good and valuable consideration, paid by each party unto the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Assignor does hereby absolutely and in perpetuity assign to Assignee all of its rights, powers, obligations, easements, estates and interests reserved by and granted to Assignor pursuant to the terms and provisions of the River Bridge Declaration, as pertains to the "Committed Olive Tree Property" and additional property which may be annexed to the "Committed Olive Tree Property". By execution hereof, Assignee does hereby accept this Assignment, and Assignor is hereby relieved and released from all such obligations with respect to any such rights, powers, obligations, easements, or estates arising after this Assignment.

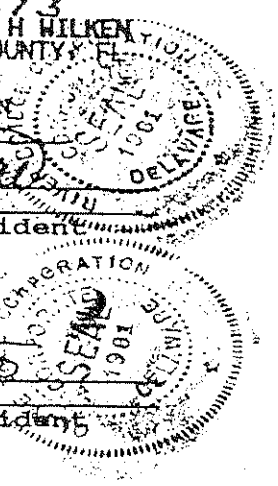
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16 day of December, 1993.

EXHIBIT 3

Attest: [Signature]  
Assistant Secretary

RIVER BRIDGE CORPORATION

By: [Signature]  
Print name: \_\_\_\_\_  
Its VICE President



Attest: [Signature]  
Assistant Secretary

OLIVE TREE CORPORATION

By: [Signature]  
Print name: \_\_\_\_\_  
Its VICE President

STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Crockett and Wm Bird Ford known to me to be the \_\_\_\_\_ President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.



[Signature]  
NOTARY PUBLIC  
Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)  
STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Crockett and Wm Bird Ford known to me to be the \_\_\_\_\_ President and Assistant Secretary, respectively, of OLIVE TREE CORPORATION, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.



[Signature]  
NOTARY PUBLIC  
Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)

WILL CALL #28 ✓  
THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
GARY L. KORNFIELD, ESQ.,  
LEVY, KNEEN, BOYES, WIENER,  
GOLDSTEIN & KORNFIELD, P.A.  
1400 Centrepark Boulevard  
Suite 1000  
West Palm Beach, Florida 33401  
(407) 478-4700

JAN-06-1994 8:57am 94-005171  
ORB 8065 Pg 1474

ASSIGNMENT OF DEDICATED RIGHTS

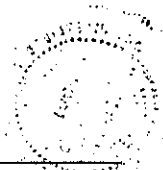
KNOW ALL MEN BY THESE PRESENTS: That RIVER BRIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation (hereinafter referred to as "Assignor", party of the first part, in consideration of the sum of Ten and no/100 Dollars (\$10.00), lawful money of the United States, to it in hand paid by OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation (hereinafter referred to as "Assignee"), party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part all of Assignor's dedicated rights, title and interests under that certain plat of Olive Tree - Phase 6A of the River Bridge P.U.D., according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, in Plat Book 71, Pages 181-182 Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Assignor has executed or caused these presents to be executed as of the 16th day of December, 1993.

Signed, sealed and delivered  
in the presence of:

WITNESSES:

RIVER BRIDGE PROPERTY OWNERS  
ASSOCIATION, INC.



*[Signature]*  
PRINT NAME: Fred J. ...  
*[Signature]*  
PRINT NAME: GARY L. KORNFIELD

By: *[Signature]*  
K.L. PROFFER, Its President  
Attest: *[Signature]*  
MANUELA A. FRANKLIN Its Secretary

The undersigned, as Assignee under the foregoing Assignment of Dedicated Rights, hereby accepts such assignment and assumes all obligations of performance thereunder.

IN WITNESS WHEREOF, Assignee has executed or caused these presents to be executed as of the 16th day of December, 1993.

Signed, sealed and delivered  
in the presence of:

OLIVE TREE PROPERTY OWNERS  
ASSOCIATION, INC., a Florida corporation

WITNESSES:  
*[Signature]*  
PRINT NAME: GARY L. KORNFIELD  
*[Signature]*  
PRINT NAME: Fred J. ...

By: *[Signature]*  
MANUELA A. FRANKLIN Its President  
Attest: *[Signature]*  
STEPHAN ... Its Secretary

STATE OF Florida )  
COUNTY OF Polk ) ss:

ORB 8065 Pg 1475  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Craton and Murphy A. Franklin, known to me to be the President and Secretary, respectively, of RIVER BRIDGE PROPERTY OWNERS ASSOCIATION, INC., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.

Tracy Lee Longo  
NOTARY PUBLIC  
Tracy Lee Longo  
Printed Notary Signature  
My Commission Expires:

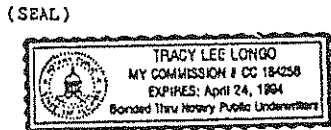


STATE OF Florida )  
COUNTY OF Polk ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Murphy A. Franklin and Stephen Ware, known to me to be the President and Secretary, respectively, of OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification: personally known.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.

Tracy Lee Longo  
NOTARY PUBLIC  
Tracy Lee Longo  
Printed Notary Signature  
My Commission Expires:



w/k #28

Prepared by and return to:  
 GARY L. KORNFELD, ESQ.  
 Levy, Kneen, Mariani, Curtin, Wiener,  
 Kornfeld & del Russo, P.A.  
 1400 Centrepark Boulevard  
 Suite 1000  
 West Palm Beach, FL 33401

JAN-22-1996 3:48pm 96-022418  
 ORB 9091 Pg 1336

ASSIGNMENT OF RIGHTS  
UNDER THE P.U.D. AGREEMENT

THIS ASSIGNMENT is made by and between RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, ("Assignor") and OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to the Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 4221, Page 1759, Public Records of Palm Beach County, Florida, together with all Amendments thereto ("River Bridge Declaration") Assignor has jurisdiction over and governs the affairs of certain property as specifically described in the River Bridge Declaration and Amendments thereto, which are portions of the Planned Unit Development known as River Bridge in accordance with the P.U.D. Agreement entered into by the City of Greenacres and the Developer under the River Bridge Declaration, as recorded in Official Records Book 4186, Page 1703, Public Records of Palm Beach County, Florida, as modified by that certain First Amendment to Planned Unit Development Agreement between River Bridge Corporation and Olive Tree Corporation in Greenacres City attached as Exhibit B-1 to Ordinance 94-05 recorded in Official Record Book 8536, Page 590, of the Public Records of Palm Beach County, Florida (collectively referred to as "P.U.D. Agreement"); and

WHEREAS, River Bridge Corporation and Olive Tree Corporation (the "Developer"), in its capacity as a member of Assignor, has caused the River Bridge Declaration to be amended by virtue of the Seventh Amendment thereto, and in accordance with the provisions thereof, the terms and provisions of the Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree ("Olive Tree Declaration") shall govern the "Committed Olive Tree Property", and the Assignee hereunder is the property owners' association which shall have the jurisdiction, rights, powers, and duties and responsibilities of the Association under the provisions thereof; and

WHEREAS, Assignor has assigned to Assignee any and all of its rights, powers, obligations, easements, estates and interests reserved by or granted to Assignor under the River Bridge Declaration, as pertains to the "Committed Olive Tree Property" pursuant to that certain Assignment attached as Exhibit 2 to the Seventh Amendment of the River Bridge Declaration and recorded in Official Records Book 8065, Page 1468, of the Public Records of Palm Beach County, Florida ("Assignment of Rights Under Declaration"); and

WHEREAS, Assignor desires to assign to Assignee any and all of its rights, powers, obligations, easements, estates and interests reserved by or granted to Assignor under the P.U.D. Agreement.

ORS 9091 Ps 1337

NOW, THEREFORE, for and in consideration of the premises hereof and Ten Dollars (\$10.00) and other good and valuable consideration, paid by each party unto the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Assignor does hereby absolutely and in perpetuity assign to Assignee all of its rights, powers, obligations, easements, estates and interests reserved by and granted to Assignor pursuant to the terms and provisions of the P.U.D. Agreement, as pertains to the "Committed Olive Tree Property" and all additional property annexed to the "Committed Olive Tree Property". By execution hereof, Assignee does hereby accept this Assignment, and Assignor is hereby relieved and released from all such obligations with respect to any such rights, powers, obligations, easements, or estates arising after this Assignment.

All capitalized terms shall have the meanings ascribed to them under the River Bridge Declaration, Olive Tree Declaration and P.U.D. Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12<sup>th</sup> day of January, 1996.

RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation not for profit.

Attest: [Signature]  
Myrna Jean White  
Secretary

By: [Signature]  
Ivan H. Chosnek, President

OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation not for profit.

Attest: [Signature]  
James K. Lee  
Vice President

By: [Signature]  
Ivan H. Chosnek, President

(SEAL)

APPROVED:

DEVELOPER AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE

Attest: [Signature]  
Assistant Secretary

RIVER BRIDGE CORPORATION  
By: [Signature]  
Print name: Ivan H. Chosnek  
Its Vice President

ORB 9091 Pg. 1338

Attest: [Signature]  
Assistant Secretary

OLIVE TREE CORPORATION  
By: [Signature]  
Print name: Ivan M. Chosnek  
Its Vice President

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ivan M. Chosnek and Myrna Jean White known to me to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: \_\_\_\_\_

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1996.

[Signature]  
NOTARY PUBLIC OFFICIAL NOTARY SEAL  
CONSTANCE B ROBINSON  
COMMISSION NUMBER  
Printed Name: [Signature]  
MY COMMISSION EXP.  
JUNE 26, 1999  
My Commission Expires:

(SEAL)

STATE OF Florida )  
                          ) ss:  
COUNTY OF Palm Beach )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ivan M. Chosnek and James K. Lee known to me to be the \_\_\_\_\_ President and \_\_\_\_\_ Vice President, respectively, of OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: \_\_\_\_\_



ORB 9091 Pg 1339

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1996.

Myrna Jean White  
NOTARY PUBLIC

Printed Notary Signature

My Commission Expires:

(SEAL)  
STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF PALM BEACH )



MYRNA JEAN WHITE  
MY COMMISSION # 00285760 EXPIRES  
May 15, 1996  
BONDED THROUGH FARM INSURANCE, INC.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ivan M. Chosnek and Hal R. Bradford known to me to be the Vice President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me ~~or that I relied upon the following form of identification of the above-named persons.~~

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1996.

Myrna Jean White  
NOTARY PUBLIC

Printed Notary Signature

My Commission Expires:

(SEAL)  
STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF PALM BEACH )



MYRNA JEAN WHITE  
MY COMMISSION # 00285760 EXPIRES  
May 15, 1996  
BONDED THROUGH FARM INSURANCE, INC.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ivan M. Chosnek and Hal R. Bradford known to me to be the Vice President and Assistant Secretary, respectively, of OLIVE TREE CORPORATION, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me ~~or that I relied upon the following form of identification of the above-named persons.~~

ORB 9091 Pg 1340  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

WITNESS my hand and official seal in the County and State  
last aforesaid this 19<sup>th</sup> day of January, 1996.

*Myrna Jean White*  
\_\_\_\_\_  
NOTARY PUBLIC

Printed Notary Signature

My Commission Expires:

(SEAL)  
H:\olive11\Aasig  
1/11/96



MYRNA JEAN WHITE  
MY COMMISSION # 00286755 EXPIRES  
May 15, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared by and return to:  
JEFFREY D. KNEEN, ESQ.  
Levy, Kneen, Mariani, Curtin,  
Wiener, Kornfeld & del Russo, P.A.  
1400 Centrepark Boulevard  
Suite 1000  
West Palm Beach, FL 33401

JAN-29-1998 4:33PM 96-030588  
ORB 9100 Pg 1923

FIRST SUPPLEMENT TO MASTER DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

This Supplement is made the 16<sup>th</sup> day of January, 1996, by Olive Tree Corporation, a Florida corporation, ("Declarant") which was Declarant of the "Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree" recorded in Official Records Book 8065, Page 1403, public records of Palm Beach County, Florida ("Declaration").

W I T N E S S E T H:

WHEREAS, the Declaration provides in Article 2.02(c) that: "Declarant shall have the right and power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to designate additional portions of Olive Tree, which are presently Uncommitted Property, as Committed Property by executing and recording a Supplement"; and

WHEREAS, in accordance with the terms of the Declaration, Declarant desires to designate the property described on Exhibit "A" attached hereto, which is presently Uncommitted Property, as Committed Property.

NOW, THEREFORE, Declarant does hereby declare that the real property described on Exhibit "A" hereto shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the Declaration, and shall be Committed Property with the

JRB 9100 Pg 1924

same force and effect as if originally designated. Committed Property in the Declaration, as of the date hereof.

Witnesses:

OLIVE TREE CORPORATION

*Myrna J. White*  
Print name: Myrna J. White

BY: *Ivan M. Chosnek*  
Print name: Ivan M. Chosnek  
Its ~~Vice President~~ Vice President

*Cynthia L. Harmon*  
Print name: CYNTHIA L. HARMON

Attest: *[Signature]*  
Print name: Asst. Secretary  
Its Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared *Ivan M. Chosnek* and *Myrna J. White* well known to me to be the President and Secretary, respectively of OLIVE TREE CORPORATION and that they severally acknowledged executing the same for such corporation, freely and voluntarily under authority duly vested in them by said corporation, and that an oath was not taken. (Check One: )      Said persons are personally known to me.      Said persons produced the following type of identification:     

*Myrna J. White* *January 10, 1996*  
NOTARY PUBLIC

Commission No.:  
Print/Type Name: *Myrna Jean White*  
MYRNA JEAN WHITE  
MY COMMISSION # CC286755 EXPIRES  
May 15, 1998  
BONDED THROUGH TROY FAIR INSURANCE, INC.

(SEAL)  
My Commission Expires:

WILL CALL #28

Prepared by and return to  
Hal R. Bradford  
Westerra River Bridge, L.P.  
2400 S.E. Federal Highway  
Suite 310  
Stuart, FL 34994

DEC-22-1997 3:59 PM 97-456984  
ORB 10148 Pg 1356

ASSIGNMENT OF DECLARANT STATUS AND RIGHTS  
FOR  
OLIVE TREE

THIS ASSIGNMENT OF DECLARANT STATUS AND RIGHTS  
("Assignment") is made as of the 17<sup>th</sup> day of December, 1997, by Olive Tree  
Corporation, a Delaware corporation ("Assignor") to Westerra River Bridge, L.P.,  
a Delaware limited partnership ("Assignee").

WITNESSETH

WHEREAS, on December 16, 1993, Assignor executed that certain  
Master Declaration of Protective Covenants, Conditions and Restrictions for  
Olive Tree, which was recorded in the Public Records of Palm Beach County,  
Florida on January 6, 1994 at Official Records Book 8065, Page 1403, et seq.  
(the "Declaration"); and

WHEREAS, the Declaration, as well as the By-Laws of Olive Tree  
Property Owners Association, Inc. and the Articles of Incorporation of Olive Tree  
Property Owners Association, Inc., as all the foregoing have been amended,  
apply to all of the real property now or hereafter made subject to the Declaration  
and govern the affairs of Olive Tree Property Owners Association, Inc.; and

WHEREAS, Assignor is the Declarant under the terms of the Declaration;  
and

WHEREAS, Section 4.17 of the Declaration provides that the Declarant  
may assign any of the rights, powers, duties and privileges of the Declarant set  
forth in the Declaration in a written instrument signed by the Declarant and duly  
recorded in the Palm Beach County Public Records; and

WHEREAS, Assignor desires to assign its status as the Declarant under  
the Declaration, and all of the rights associated therewith, to Assignee.  
NOW THEREFORE, for and in consideration of the sum of Ten Dollars  
(\$10.00) and other good and valuable consideration, the receipt and sufficiency

10i,  
b)

ORB 10148 Pg 1357  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys all of its right, title and interest in and to its status as Declarant under the Declaration, and all of the rights, powers, and privileges associated therewith, to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the day and year first above written.

ASSIGNOR:

OLIVE TREE CORPORATION,  
a Delaware corporation

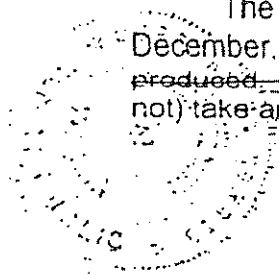
By: *Paul E. Sklansky*  
Paul E. Sklansky  
Vice President

*Michelle D. Oden*  
Michelle D. Oden  
Please print name

*Janet M. Bishop*  
Janet M. Bishop  
Please print name

STATE OF VIRGINIA                    )  
  )  
COUNTY OF FAIRFAX                )     ss:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1997, by Paul E. Sklansky who is personally known to me, ~~or has produced~~ \_\_\_\_\_ as identification and ~~did~~ (did not) take an oath.



*Janet M. Bishop*  
Notary Public

*Comm exp: 4/30/99*

1 sdu\hrd\43076654 doc  
12:11/97

EXHIBIT "A" TO  
FIRST SUPPLEMENT TO MASTER DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

"COMMITTED PROPERTY"

ORZ

9100 Pg 1925

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The property described as the Plat of "Olive Tree--Phase 5A/6B" in accordance with the Plat thereof recorded in Plat Book 76, Pages 102 through 105 of the public records of Palm Beach County, Florida.

PREPARED BY AND RETURN TO  
WILL CALL #28 ✓  
JEFFREY D. KERN, REC  
Levy, Inocen, MARANO, Curtin, Kiener,  
Cornfield & Soli Susso, P.A.  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, FL 33411

FEB-06-1998 3:56pm 98-043726  
ORB 10219 Ps 1064  
I [Barcode]

FIRST AMENDMENT TO MASTER DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

THIS FIRST AMENDMENT is made as of the 30 day of January, 1998, by WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, in its capacity as Declarant (and hereinafter referred to as "Declarant") of the Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree which are recorded in Official Records Book 8065, Page 1403, of the Public Records of Palm Beach County, Florida (hereinafter referred to as "Declaration") and by OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Master Association").

W I T N E S S E T H:

WHEREAS, Declarant is the successor Declarant to Olive Tree Corporation, as pertains to matters set forth in the Declaration, pursuant to the "Assignment of Declarant Status and Rights for Olive Tree" recorded in Official Records Book 10148, Page 1356, of the Public Records of Palm Beach County, Florida; and



OR8 10219 Pg 1065

WHEREAS, pursuant to Section 12.02 of the Declaration, Declarant may amend the Declaration, without consent of any other party; and

WHEREAS, pursuant to the provisions of Section 3.01(d) of the Declaration, Declarant has the right to designate additional Master Association Common Areas; and

WHEREAS, pursuant to the provisions of Section 3.05 of the Declaration, the Master Association may enter into easement agreements, agree to maintain such property, and the expenses thereof shall be an Operating Expense of the Master Association; and

WHEREAS, contemporaneously herewith, the Master Association has entered into a "Landscape and Maintenance Easement Agreement" with the City of Greenacres as pertains to an 80' strip of property ("Easement Premises"), the legal description of which is set forth therein, and a copy of said Easement Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Declarant desires to amend the Declaration to add the Easement Premises as Master Common Area; and the Master Association desires to confirm its obligations to maintain the Easement Premises pursuant to the "Landscape and Maintenance Easement Agreement."

NOW, THEREFORE, the parties hereto do hereby declare that the Easement Premises, as described in Exhibit "A" hereto, shall be deemed Master Common Area of the Master Association, which shall be maintained by the Master Association and the expenses of such

BEAUCHAMPT ASSOCIATES, INC.

ORB 10219 Pg 1066

maintenance together with the other costs and expenses as set forth in the "Landscape and Maintenance Easement Agreement" shall be Operating Expenses of the Master Association.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership

BY: WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, its Authorized Representative

*Deborah C. Adachowski*  
PRINT NAME: DEBORAH C. ADACHOWSKI

*Wendy S. Hyde*  
PRINT NAME: Wendy S. Hyde

By: *Ivan M. Chosnek*  
IVAN M. CHOSNEK, Its  
Assistant Vice President

OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation.

*Deborah C. Adachowski*  
PRINT NAME: DEBORAH C. ADACHOWSKI

*Wendy S. Hyde*  
PRINT NAME: Wendy S. Hyde

By: *Ivan M. Chosnek*  
Print Name: Ivan M. Chosnek  
Its President

(CORPORATE SEAL)

STATE OF FLORIDA :  
COUNTY OF MARTIN : SS:

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared IVAN M. CHOSNEK, the Assistant Vice President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as Authorized Agent for WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, to me known, or who produced a drivers license as identification, and he acknowledged before me that he executed the same for the purposes therein expressed and who did take an oath.

ORB 10219 Pg 1067

WITNESS my hand and official seal this 15<sup>th</sup> day of January 1998.

*Myrna Jean White*

Notary Public  
Print Name: \_\_\_\_\_

(NOTARY SEAL)



STATE OF FLORIDA )  
                                  ) SS.:  
COUNTY OF MARTIN )

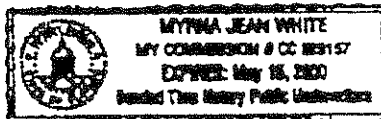
I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Steve McHenry, President of Olive Tree Property Owners' Association, Inc., to me known, or who produced a drivers license as identification, and he acknowledged before me that he executed the same for the purposes therein expressed and who did take an oath.

WITNESS my hand and official seal this 15<sup>th</sup> day of January 1998.

*Myrna Jean White*

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



WILLIAM #28 / JDK

Prepared by and return to:  
Ellie Halperin, Esq.  
F. Martin Perry & Associates, P.A.  
1645 Palm Beach Lakes Blvd. Suite 1200  
W. Palm Beach, FL 33401

ORB 10219 Pg 1068

FEB-05-1998 3:56PM 98-043725  
ORB 10219 Pg 1052  
1  
Con 10.00 Doc

AGREEMENT REGARDING REAL PROPERTY

This AGREEMENT made this 3<sup>rd</sup> day of January 1998, by and between WESTERRA RIVER BRIDGE L.P. ("Westerra"), OLIVE TREE PROPERTY OWNER'S ASSOCIATION, INC., ("Association"); and the City of GREENACRES, a Municipal Corporation ("Greenacres").

WITNESSETH

WHEREAS, Greenacres is the owner of an 80-foot strip of land located in Palm Beach County, Florida as described on Exhibit "A" attached hereto and made a part hereof (the "80-Foot Strip"), which is located east of a portion of a Lake Worth Drainage District canal and is currently vacant; and

WHEREAS, Westerra is the owner of a portion of the Olive Tree Tract of the River Bridge P.U.D., as depicted on the Site Location Map attached hereto as Exhibit "B" and made a part hereof ("Olive Tree"), which is located contiguous to the 80-Foot Strip; and

WHEREAS, the Association is responsible for the maintenance of all of the common property located in Olive Tree; and

WHEREAS, Greenacres has no plans to develop the 80-Foot Strip; and

WHEREAS, Westerra and the Association find that it is in the best interest of the residents of Olive Tree that the 80-Foot Strip be sodded and maintained; and

WHEREAS, Olive Tree is located in the City of Greenacres; and

WHEREAS, Greenacres finds that it is in the best interest of their citizens citywide as well as for those residents residing in Olive Tree that the 80-Foot Strip be landscaped and maintained; and

WHEREAS, the Site Plan for Parcel 5A/5B of Olive Tree, approved by the City on November 17, 1997, requires Westerra to construct and maintain a perimeter berm and berm landscaping along the western border of Parcel 5A/5B (the "Berm"); and

WHEREAS, Greenacres and Westerra have agreed that Westerra relocate the Berm ten feet to the west of the west property line of Parcel 5A/5B to enhance drainage and set-back criteria.

URS 10217 A 1070

3. The Association shall amend the Association documents to require the Association to be responsible for the perpetual maintenance of the Easement Premises without recourse to the City.

4. Association, its successors and/or assigns, agrees to indemnify, defend and hold Greenacres harmless from and against all loss, cost, damage, expense, action, threat, demand, suit, proceeding, judgment or liability of any nature whatsoever arising from or out of or connected in any manner with the Easement Premises, including, but not limited to, actions of Association, its successors, assigns, agents or employees, and contractors, regarding the maintenance activities and use of the Easement Premises.

5. The Association shall add and maintain the City of Greenacres as an Additional Insured on the Olive Tree Property Owners Association's General Liability Insurance so long as this Agreement is valid.

6. If any provision(s) of this Agreement is deemed to be invalid by a Court of competent jurisdiction under applicable law or regulations, such provision(s) shall be inapplicable and deemed omitted to the extent so it is invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

7. This Agreement shall be a covenant running with the Easement Premises, and shall be binding on the Association, its successors and assigns.

8. This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County, Florida.

9. This Agreement shall not be amended or modified except in writing signed by both parties.

TO HAVE AND TO HOLD the premises, rights, and easement granted herein unto the Association, its successors and assigns, for the purposes aforesaid forever.

[SIGNATURES ON NEXT PAGE]

ORB 10219 Pg 1071

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized representatives on the day and year first above written.

ATTEST:

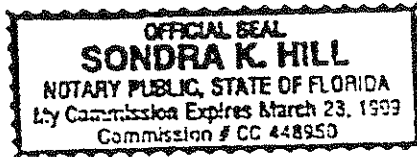
CITY OF GREENACRES, a Municipal corporation

By: Sondra K. Hill  
CITY Clerk

By: [Signature]  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
City Attorney



State of Florida  
County of Palm Beach

The foregoing Agreement was acknowledged before me this 30<sup>th</sup> day of January 1998, by SAMUEL JI FERRERS and LAMBA TERRANOVA, who are personally known to me or who produced N/A personally known as identification and did take an oath.

Commission No. CC 448950  
My Commission Expires: 3/28/99

[Signature]  
Notary Signature Sondra K. Hill

Signed, Sealed and Delivered in the Presence of:

[Signature]

Print Name: [Name]

[Signature]

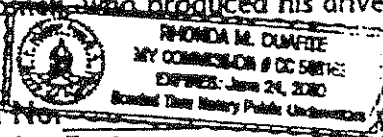
Print Name: [Name]

OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]  
Its \_\_\_\_\_ President

State of Florida  
County of Palm Beach

The foregoing Agreement was acknowledged before me this 13 day of January 1997, by Ivan Chomok, who produced his driver's license as identification and did take an oath.



Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Signature

ORB 10219 Pg 1072

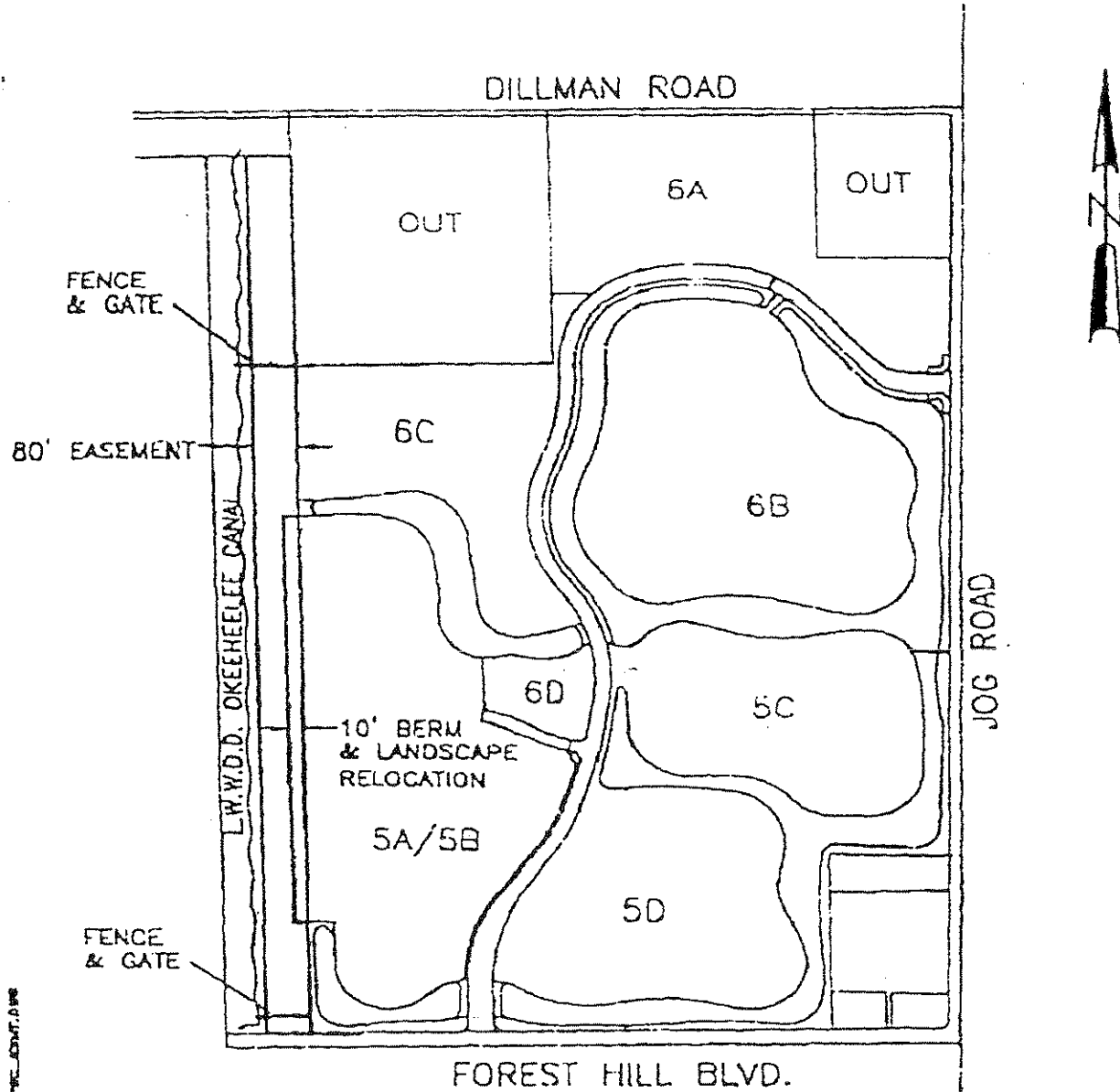
**EXHIBIT "A"**  
**EASEMENT PREMISES**

An 80-foot strip parcel of land, situated in Township 44 South, Range 42 East, Palm Beach County, Florida, being a portion of Block 14 of Palm Beach Farms Plat No. 3, according to the plat thereof as recorded in Plat Book 2, pages 45 through 54 of the public records of said County, more particularly described as follows:

The East 80 feet of the South 222.91 feet of Tract 8 together with the East 80 feet of Tracts 17, 20 and 29; together with the North 615 feet of the East 80 feet of Tract 32, and the East 80 feet of the 30 foot platted road right-of-way between Tract 8 and Tract 17 and between Tract 20 and Tract 29.

# Exhibit "B"

## Olive Tree - Location Sketch



Date: 12-08-97



### PETSCH & ASSOCIATES, INC.

Professional Engineers - Land Surveyors - Development Consultants - Testing Services  
 2581 Metrocentre Blvd., Suite 8, W. Palm Bch., FL 33407 (561) 640-3800  
 1800 Redbud Boulevard, Suite 402, McKinney, Texas 75069 (972) 562-8806



3

↓  
 Will call # 28  
 Prepared by and ~~drawn~~ to:  
 JEFFREY D. KNEEN, ESQ  
 Levy, Kneen, Mariani, Curtin,  
 Wiener, Kornfeld & del Russo, P.A.  
 1400 Centrepark Boulevard  
 Suite 1002  
 West Palm Beach, FL 33401

MAR-31-1998 2:48 PM 98-114065  
 ORB 10312 Pg 1445  
 21 00 11 00 11 00 11 00 11 00 11 00

ASSIGNMENT OF DECLARANT STATUS AND RIGHTS  
FOR  
OLIVE TREE

THIS ASSIGNMENT OF DECLARANT STATUS AND RIGHTS ("Assignment") is made as of the 31st day of March, 1998, by Western River Bridge, L.P., a Delaware limited partnership, ("Assignor") to Transeastern Properties, Inc., a Florida corporation, ("Assignee").

W I T N E S S E T H:

WHEREAS, on December 16, 1993, Olive Tree Corporation, a Delaware corporation, executed that certain Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree, which was recorded in the Public Records of Palm Beach County, Florida, on January 6, 1994, at Official Records Book 8065, Page 1403, et seq. ("the Declaration"); and

WHEREAS, the Declaration, as well as the Bylaws and the Articles of Incorporation of Olive Tree Property Owners Association, Inc., (as the same has been amended) apply to all of the real property now or hereafter made subject to the Declaration, and govern the affairs of Olive Tree Property Owners Association, Inc.; and

WHEREAS, Assignor is the successor Declarant under the Declaration pursuant to the "Assignment of Declarant Status and Rights for Olive Tree recorded in Official Records Book 10148, Page 1356, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Section 4.17 of the Declaration provides that the Declarant may assign any of the rights, powers, duties and privileges of the Declarant set forth in the Declaration in a written instrument signed by the Declarant and duly recorded in the Palm Beach County Public Records; and

WHEREAS, Assignor desires to assign its status as the Declarant under the Declaration, and all of the rights associated therewith, to Assignee.

ORB 10312 F# 1446

DOROTHY H. WILKEN, CLERK, PB COUNTY, FL

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys all of its right, title and interest in and to its status as Declarant under the Declaration, and all of the rights, powers and privileges associated therewith, to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the day and year first above written.

ASSIGNOR.

Signed, Sealed and Delivered in the Presence of:

WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership

BY: WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability Company, its Authorized Representative

*[Signature]*  
PRINT NAME: JEFFREY D. KNEEN  
*[Signature]*  
PRINT NAME: JOAN HEIDEN FERRARO

By: *[Signature]*  
IVAN M. CHOSNEK, Its Assistant Vice President

STATE OF FLORIDA  
PALM BEACH  
COUNTY OF MARTIN

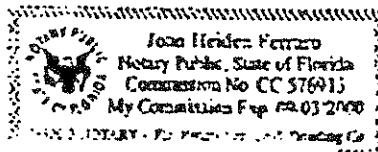
I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared IVAN M. CHOSNEK, the Assistant Vice President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as Authorized Representative for WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, and that he acknowledged executing the same for such corporation, freely and voluntarily under authority duly vested in him by said corporation, and that an oath was not taken. (Check One: )  Said person is personally known to me.  Said person produced the following type of identification: \_\_\_\_\_

WITNESS my hand and official seal this 31 day of MARCH, 1998.

(NOTARY SEAL)

*[Signature]*  
Notary Public  
Print Name: JOAN HEIDEN FERRARO

11 4462 014 ASSIGN DEE



Will call #28

Prepared by and returned to:  
JEFFREY D. KNEEN, ESQ.  
Levy, Kneen, Mariani, Curtin,  
Wiener, Kornfeld & del Russo, P.A.  
1400 Centrepark Boulevard  
Suite 1000  
West Palm Beach, FL 33401

MAR-31-1998 2:48pm 98-114063  
ORB 10312 Pg 1438  
\*\*\*\*\*

SECOND SUPPLEMENT TO MASTER DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

This Supplement is made the 31 day of March, 1998, by Westerra River Bridge, L.P., a Delaware limited partnership, ("Declarant" in its capacity as Declarant of the "Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree" recorded in Official Records Book 8765, Page 1403, public records of Palm Beach County, Florida ("Declaration").

W I T N E S S E T H:

WHEREAS, the First Supplement to Master Declaration was recorded January 29, 1996, in Official Records Book 9100, Page 1923, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant is the successor Declarant to Olive Tree Corporation pursuant to the "Assignment of Declarant Status and Rights for Olive Tree" recorded in Official Records Book 16143, Page 1356, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration provides in Article 2.02(c) that: "Declarant shall have the right and power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to designate additional portions of Olive Tree, which are presently Uncommitted Property, as Committed Property by executing and recording a Supplement"; and

WHEREAS, in accordance with the terms of the Declaration, Declarant desires to designate the property described on Exhibit "A" attached hereto, which is presently Uncommitted Property, as Committed Property.

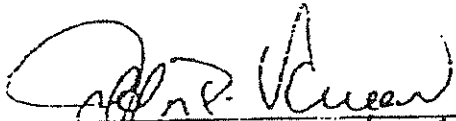
ORB 10312 Pg 1439

NOW, THEREFORE, Declarant does hereby declare that the real property described on Exhibit "A" hereto shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the Declaration, and shall be Committed Property with the same force and effect as if originally designated Committed Property in the Declaration, as of the date hereof.

Signed, Sealed and  
Delivered in the  
Presence of:

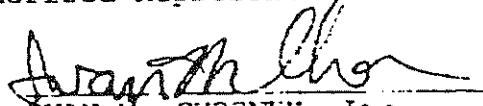
WESTERRA RIVER BRIDGE, L.P.,  
a Delaware limited partnership

BY: WESTERRA MANAGEMENT,  
L.L.C., a Delaware limited  
liability Company, its  
Authorized Representative



PRINT NAME: JEFFREY D. FREEN


PRINT NAME: JOAN HEIDEN FERRARO

By:   
IVAN M. CHOSNEK, Its  
Assistant Vice President

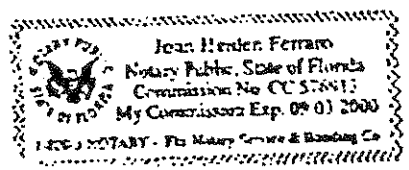
STATE OF FLORIDA )  
PALM BEACH ) SE:  
COUNTY OF MARTIN )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared IVAN M. CHOSNEK, the Assistant Vice President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as Authorized Representative for WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, and that he acknowledged executing the same for such corporation, freely and voluntarily under authority duly vested in him by said corporation, and that an oath was not taken. (Check One: )  Said person is personally known to me.  Said person produced the following type of identification: \_\_\_\_\_

WITNESS my hand and official seal this 31 day of March, 1998.

  
Notary Public  
Print Name: JOAN HEIDEN FERRARO

(NOTARY SEAL)



ORB 10312 Pg 1440  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A" TO  
SECOND SUPPLEMENT TO MASTER DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

"COMMITTED PROPERTY"

The property described as the Plat of "Olive Tree-Phase 5B of the River Bridge P.O.D." in accordance with the Plat thereof recorded in Plat Book 91, Pages 168 through 169 of the public records of Palm Beach County, Florida.

w/c #28 ✓

THIS INSTRUMENT PREPARED BY  
PLEASE RECORD AND RETURN TO:  
JAYNE REGESTER BARKOULL, ESQUIRE  
LEVY, KNEEN, MARIANI, CURTIN,  
WIENER, KORNFEELD & DEL RUSSO, P.A.  
1400 Centrepark Blvd., Suite 1007  
West Palm Beach, Florida 33401

APR-03-1998 4:04pm 98-120254  
ORB 10322 Pg 250  
1 111110 001110 001110 001110  
Con 10.00 Doc .70

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed as of the 11<sup>th</sup> day of February, 1998, by WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, first party, to OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, whose mailing address is 7400 S.E. Federal Highway, Suite 310, Stuart, Florida, 34994, second party.

WITNESSETH, that the first party, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

RESERVING UNTO THE SAID FIRST PARTY AN EASEMENT TO ENTER UPON THE PROPERTY AND AT SAID FIRST PARTY'S OPTION TO PERFORM MAINTENANCE, REPAIRS AND ALL OTHER LAWFUL ACTIVITIES WHICH THE SAID FIRST PARTY MAY BE REQUIRED TO PERFORM, IF ANY, PURSUANT TO PREVIOUS AGREEMENT WITH THE CITY OF GREENACRES OR OTHER GOVERNMENTAL AUTHORITIES. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL ACT TO IMPOSE ANY SUCH OBLIGATIONS ON SAID PARTY OF THE FIRST PART.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WESTERRA RIVER BRIDGE, L.P., a Delaware  
limited partnership

BY: WESTERRA RIVER BRIDGE, L.L.C., a  
Delaware limited liability Company

BY: WESTERRA MANAGEMENT, L.L.C., a  
Delaware limited liability  
Company

*Sandra H. Burns*  
PRINT NAME: SANDRA H. BURNS

*Deborah C. Adachowski*  
PRINT NAME: DEBORAH C. ADACHOWSKI

By: *John M. Chaluck*  
John M. Chaluck  
Its Authorized Agent

(CORPORATE SEAL:

STATE OF FLORIDA :  
COUNTY OF MARTIN : ss.:

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared *John M. Chaluck*, the Authorized Agent of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as Authorized Agent for WESTERRA RIVER BRIDGE, L.L.C., a Delaware limited liability company, as authorized agent for WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, to me known, or who produced a drivers license as identification, and he acknowledged before me that he executed the same for the purposes therein expressed and who did take an oath.

WITNESS my hand and official seal this 11<sup>th</sup> day of February, 1998.

*Myrna Jean White*  
Notary Public

(NOTARY SEAL:

Print Name:  
My Commission Expires:  
MYRNA JEAN WHITE  
MY COMMISSION # CC 021157  
EXPIRES: May 15, 2000  
Renewal This Notary Public Commission

ORB 10322 Pg 251

EXHIBIT "A" DOROTHY H. WILKEN; CLERK PB COUNTY; FL

LEGAL DESCRIPTION

Olive Tree Boulevard, the Road Right-of-Way per Olive Tree - Phase 6A of the River Bridge P.U.D., Plat Book 71, Pages 181-182.

TRACT J, the Road Right-of-Way per Olive Tree - Phase 5A/5B of the River Bridge P.U.D., Plat Book 76, Pages 102-104.

Olive Tree Boulevard, the Road Right-of-Way per Olive Tree - Phase 5A/5B of the River Bridge P.U.D., Plat Book 76, Pages 102-104.

NOTE: All recording information contained herein refers to the Public Records of Palm Beach County, Florida.

*w/c #28*

THIS INSTRUMENT PREPARED BY  
PLEASE RECORD AND RETURN TO:  
JAYNE RESESTER BARKDULL, ESQUIRE  
LEVY, KNEEN, MARIANI, CURTIN,  
WIENER, KORNFIELD & DEL RUSSO, P.A.  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, Florida 33401

APR-03-1998 4:06pm 98-120259  
ORB 10322 Pg 260  
1  
Con 10.00 Doc .70

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed as of the \_\_\_ day of February, 1998, by RIVER BRIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, first party, to OLIVE TREE PROPERTY OWNERS ASSOCIATION, a Florida corporation, whose mailing address is 2400 S.E. Federal Highway, Suite 310, Stuart, Florida, 34994, second party.

WITNESSETH, that the first party, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

RIVER BRIDGE PROPERTY OWNERS ASSOCIATION,  
INC., a Florida corporation

*Sandra H. Burns*  
PRINT NAME: SANDRA H. BURNS

By: *John M. Brown*  
John M. Brown its President

ATTEST:

*Deborah C. Adachowski*  
PRINT NAME: DEBORAH C. ADACHOWSKI

By: *John G. Bus*  
John G. Bus its Vice President

(CORPORATE SEAL)

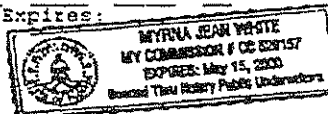
STATE OF FLORIDA )  
: SS.:  
COUNTY OF MARTIN )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared *John M. Brown* and *Deborah C. Adachowski*, the President and Secretary, respectively of RIVER BRIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation to me known, or who produced drivers licenses as identification, and they acknowledged before me that they executed the same for the purposes therein expressed and who did take an oath.

WITNESS my hand and official seal this 14 day of February, 1998.

(NOTARY SEAL)

*Myron Jean White*  
Notary Public  
Print Name:  
My Commission Expires:





ORB 10322 Pg 261  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"  
LEGAL DESCRIPTION

Olive Tree Boulevard, the Road Right-of-Way per Olive Tree - Phase 5A of the River Bridge P.U.D., Plat Book 71, Pages 181-182.

NOTE: All recording information contained herein refers to the Public Records of Palm Beach County, Florida.

AUG-16-1994 9:05am 94-279202  
ORB 8388 Pg 1230

Water & Wastewater

R94--851 U

JUL 19 1994

STANDARD DEVELOPER AGREEMENT

01-0573

\* Delaware Corporation  
qualified to do business  
in the State of Florida.

AGREEMENT made and entered into this 27 day of June 1994, by and between Olive Tree Corporation \* a ~~Delaware Corporation~~, hereinafter referred to as "Developer", and PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility".

WHEREAS, Developer owns or controls lands located in Palm Beach County, Florida, and described on Exhibit "A", attached hereto and thereby made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and Developer has or is about to develop the Property by erecting thereon, residential or commercial improvements; and

WHEREAS, it is necessary that adequate water and sewer facilities be provided to serve the Property and to serve the occupants of each residence or commercial improvement constructed or located on the Property; and

WHEREAS, Developer is desirous of promoting the construction of central water and sewer facilities so occupants of each residence, or commercial improvement constructed will receive adequate water and sewer service; and

WHEREAS, Utility is willing to provide, in accordance with the provisions and stipulations hereinafter set out, central water and sewer facilities, and to have extended such facilities by way of water and sewer mains, and to thereafter operate such facilities by way of water and sewer mains, and to thereafter operate such facilities so that the occupants of each residence or commercial improvement constructed on the Property will receive an adequate water supply and sewer collection service from Utility; and

WHEREAS, the Developer understands that this contract for service in no way entitles the Developer to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners;

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - a) "Service" the readiness and ability on the part of Utility to furnish water and sewer service to each lot. Thus, the maintenance by Utility of adequate pressure at the point of delivery shall constitute the rendering of water service;
  - (b) "Point of Delivery" - the point where the pipes or meters of Utility are connected with the pipes of the consumer. Unless otherwise indicated, the point of delivery shall be at a point on the consumer's lot line;
  - (c) "Contribution-in-Aid-of-Construction" - the sum of money, and/or property, represented by the value of the water distribution system and sewage collection and disposal system constructed by Developer, which Developer covenants and agrees to pay to Utility, as a contribution-in-aid-of-construction, to induce Utility to provide water and sewer service to the Property.

ORB 8388 Pg 1231

*Water & Wastewater*

3. Developer hereby grants and gives to Utility the exclusive right or privilege to construct, own, maintain, and operate the water and sewer facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats.

Developer hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property; that therefore going grants shall be for such period of time as Utility requires such rights, privileges or easements in the ownership, maintenance, operation or expansion of the water and sewer facilities; that in the event Utility is required or desires to install any of its water and sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Developer, the successors and assigns of Developer covenant and agree that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed.

Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewer industry with respect to the installation of all its water and sewer facilities in any of the easement areas; and that Developer in granting easement herein, or pursuant to the terms of this instrument, shall have the rights to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility services other than water and sewer service.

Developer, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

"Utility, or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Property described in Exhibit "A" and to any property to which water and sewer service is actually rendered by Utility. All occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water and sewer service from the aforesaid Utility and shall pay for the same in accordance with the terms and intent of this Agreement, for so long as the aforesaid Utility provides such services to the property; and, all occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use water and sewer service from any source other than that provided by Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Property."

Further, in order to give an additional and supplementary notice to all the future owners of any of the Property of the rights of Utility to provide the Property with water and sewer facilities and services, the Developer hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be preformed by the Developer, Utility covenants and agrees that it will allow the

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

ORB 8388 Pg 1 232

*Water & Wastewater*

connection of the water distribution and sewage collection facilities installed by Developer to the central water and sewer facilities of Utility in accordance with the terms and intent of this agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services, Utility agrees that once it provides water and sewer service to the Property and Developer, or others have connected consumer installations to its system, that thereafter, Utility will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the Department of Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water supply and sewage collection and disposal operation of Utility.

5. To induce Utility to provide the water and sewer treatment facilities, and to continuously provide consumers located on the Property with water and sewer services, Developer hereby covenants and agrees to construct and to transfer ownership and control to Utility, as a contribution-in-aid-of-construction, the on-site and off-site water distribution and sewage collection systems referred to herein, as a contribution-in-aid-of-construction.

Developer shall cause to be prepared engineering plans and specifications, prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site water distribution and sewage collection systems proposed to be installed to provide service to customers within the subject Property. Utility will advise Developer's engineer of any sizing requirements as mandated by County main extension policy. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications submitted to Utility's engineer shall be subject to the approval of Utility and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Developer shall cause to be constructed, at Developer's expense, the water distribution and sewage collection systems as shown on the plans and specifications.

During the construction of the water distribution and sewage collection systems by Developers, Utility shall inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications and good engineering practices. Complete as-built plans shall be submitted to Utility upon completion of construction.

Fees will be levied by Utility to cover the cost of plan review and inspection. Developer shall also be required to pay for water meters and meter installation of sufficient capacity for the usage projected.

By these presents, Developer hereby transfers to Utility, title to all water distribution and sewage collection systems installed by Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by Utility, Developer shall convey to Utility, by bill of sale, in form satisfactory to Utility's counsel, the complete on-site and off-site water distribution and sewage connection system as constructed by Developer and approved by Utility. Developer shall further cause to be conveyed to Utility, all easements and or rights-of-way covering areas in which water and sewer lines are installed by a recordable document in form satisfactory to Utility's counsel. All conveyance of easements or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to Utility, establishing Developer's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion

RECORDERS MEMO: Legibility  
of Writing, Typing or Printing  
manufactured in this document  
when received.

ORB 8388 Pg 1 233

Water & Wastewater

of any other person in interest. The use of easement granted by Developer shall include the use by other utilities so long as such uses by electric, telephone or gas utilities do not interfere with the use by Utility. Utility agrees that the acceptance of the water distribution and sewage collection systems, installed by Developer, for service, or by acceptance of bill of sale, shall constitute the assumption of responsibility by Utility for the continuous operation and maintenance of such systems from that date forward. All installations by Developer or its contractor shall be warranted for one year from date of acceptance by Utility. Mortgagee, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way. All water distribution and sewage collection facilities shall be covered by easements if not located within plated or dedicated rights-of-way.

Whenever the development of the subject Property involves one consumer or a unity of several consumers, and in the opinion of Utility, ownership by Utility of the internal water distribution and sewage collection systems is not necessary, then, at the option of Utility, Developer, successors or assigns, shall retain ownership and the obligation for maintenance of such on-site facilities, located on the discharge side of a master meter, as consumer installations.

In addition to the contribution of the water distribution and sewage collection systems, and to induce Utility to provide water treatment and sewage treatment plant capacities, Developer hereby agrees to pay to Utility the sums of money set forth on Exhibit "B", attached hereto and made a part hereof. The payment by Developer of the sum set forth in Exhibit "B", in accordance with the terms and in the manner set forth therein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. Payment of the contribution-in-aid-of-construction does not and will not result in Utility waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be effected in any manner whatsoever by Developer making the contribution. Utility shall not be obligated for any reason what so ever nor shall Utility pay any interest or rate of interest upon the contribution. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and sewer facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or consumer of water and sewer services shall not be entitled to offset any bill or bills rendered by Utility for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of Utility.

6. Within a period of fifteen (15) days after the execution of this contract, at the expense of Developer, Developer agrees to either deliver to Utility an Abstract of Title, brought up to date, which abstract shall be retained by Utility, and remain the property of Utility, or to furnish Utility an Opinion of title from a qualified attorney at law or a qualified title insurance company, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this paragraph are for the purpose of evidencing Developers's legal right to grant the exclusive rights of service contained in this Agreement. Any mortgagee or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement.

7. Developer agrees with Utility that all water and sewer facilities conveyed to Utility for use in connection with providing water and sewer service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water services to other persons or entities located within or beyond the limits of the Property.

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

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## Water &amp; Wastewater

8. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water and sewer services to the Property during the period of time the Utility provides water and sewer services to the Property, it being the intention of the parties hereto that under the provisions of this Agreement, Utility shall have the exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence or building constructed thereon.

9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce; rules, regulations and rates covering the provision of water and sewer service to the Property. Such rules, regulations and rates are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or contract. Rates charged to Developer or consumers located upon the Property shall be identical to rates charged for the same classification of service in the particular service area. All rules, regulations and rates in effect, or placed in effect in accordance with the proceeding, shall be binding upon Developer, upon any other entity holding by, through or under Developer; and upon any consumer of the water and sewer service provided to the Property by Utility.

10. Developer, or any owner of any parcel of the Property, or any occupant of any residences or building located thereon, shall not have the right to and shall not connect any consumer installation to the water and sewer facilities of Utility until approval for such connection has been granted by the Utility. The parties hereto further agree that the expense of constructing all consumer installation and all costs of operating and maintaining any consumer installation shall be that of Developer or other than Utility.

11. This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of Utility first having been obtained. Utility agrees not to unreasonably withhold such consent. The capacity reserved herein may only be applied to the property described in Exhibit "A", and no portion of the capacity can be transferred to any other property.

12. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at: 3300 P.G.A. Boulevard, Suite 900 Palm Beach Gardens, Florida 33410 - Attn: Richard L. Croteau; and if to Utility, shall be mailed or delivered it to at: Palm Beach County Water Utility Department, P.O. Box 16097, 2065 Prairie Rd., West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the water and sewer facilities and services to any phase area and to the Property as a whole.

14. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between the Developer and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations variations or waiver are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto. In the event the Utility or Developer is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

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WATER & WASTEWATER ONLY

15. Special Conditions:

*none*

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WATER & WASTEWATER ONLY

IN WITNESS WHEREOF, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST: PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKEN, CLERK

By: [Signature]  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

[Signature]  
LISA A. JULLIANO

WITNESSES: DEVELOPER: [Signature]

[Signature] OLIVE TREE CORPORATION

[Signature] By: [Signature]  
RICHARD L. GROTEAU, VICE-PRESIDENT

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY PALM BEACH

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of Oct., 1993 by Richard L. Groteau, of a Olive Tree corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A identification and did (~~did not~~) take an oath.

Signature of Notary  
[Signature]

Myrna Jean White  
Typed, Printed, or Stamped Name  
of Notary

Notary Public



MYRNA JEAN WHITE  
MY COMMISSION # CC226756 EXPIRES  
May 15, 1998  
BONDED TRIPLE TRUST FARM INSURANCE, INC.

Serial Number \_\_\_\_\_

APPROVED AS TO FINANCIAL  
AND TECHNICAL ARRANGEMENTS

R94-851 D

By: [Signature]  
Director  
PBC Water Utilities Dept.

JUL 19 1994

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

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



ORB 8388 Pg 1 237

Water & Wastewater

LEGAL DESCRIPTION: OLIVE TREE P.U.D. PHASE 6A

A parcel of land situate in the West One-Half of Section 10, Township 44 South, Range 42 East, City of Greenacres, Palm Beach County, Florida, being a portion of Block 14, PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Pages 43 through 54, inclusive, of the public records of Palm Beach County, Florida, being more particularly described by metes and bounds as follows:

COMMENCING at the South One-Quarter Section corner of said Section 10, Thence North 00°16'12" East along the North/South One-Quarter Section line, a distance of 2544.48 feet to a point being South 00°16'12" West and 2794.62 feet distant of the North One-Quarter Section corner of said section 10; Thence North 89°43'48" West, departing said North/South One-Quarter section line, a distance of 40.00 feet to the West Right-of-Way line of Jog Road as now laid out and in use, said point also being the POINT OF BEGINNING of the hereinafter described parcel of land:

From said POINT OF BEGINNING, Thence continue North 89°43'48" West, departing said Right-of-Way line, a distance of 107.14 feet to the beginning of a curve, concave to the Northeast, having a radius of 70.00 feet and from which a radial line bears North 00°16'12" East; Thence Northwest along the arc of said curve, subtended by a central angle of 48°04'55", an arc distance of 58.74 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the Southwest, having a radius of 200.00 feet and from which a radial line bears South 48°21'07" West; Thence Northwest along the arc of said curve, subtended by a central angle of 46°25'28", an arc distance of 162.05 feet to the end of said curve, also being a point of compound curvature to a curve concave to the South, having a radius of 750.00 feet and from which a radial line bears South 01°53'39" West; Thence West along the arc of said curve, subtended by a central angle of 16°00'00", an arc distance of 209.44 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the North, having a radius of 650.00 feet and from which a radial line bears North 14°04'21" West; Thence West along the arc of said curve, subtended by a central angle of 34°29'10", an arc distance of 391.23 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the Southwest, having a radius of 750.00 feet and from which a radial line bears South 20°24'49" West; Thence Northwest along the arc of said curve, subtended by a central angle of 06°34'02", an arc distance of 85.97 feet to the end of said curve, also being a point of compound curvature to a curve concave to the Southeast, having a radius of 200.00 feet and from which a radial line bears South 13°50'47" West; Thence Southwest along the arc of said curve, subtended by a central angle of 64°21'20", an arc distance of 224.64 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the North, having a radius of 100.00 feet and from which a radial line bears North 50°30'33" West; Thence West along the arc of said curve, subtended by a central angle of 88°31'37", an arc distance of 154.51 feet to the end of said curve, also being the point of cusp of a curve concave to the Southwest, having a radius of 630.00 feet and from which a radial line bears South 75°34'04" West; Thence Northwest along the arc of said curve, subtended by a central angle of 25°30'12", an arc distance of 280.42 feet to the end of said curve, also being a point of reverse curvature of a curve concave to the East, having a radius of 500.00 feet and from which a radial line bears North 50°03'53" East; Thence North along the arc of said curve, subtended by a central angle of 66°15'31", an arc distance of 578.22 feet to the end of said curve, also being a point of reverse curvature of a curve concave to the West, having a radius of 700.00 feet and from which a radial line bears North 63°40'36" West; Thence North along the arc of said curve, subtended by a central angle of 27°09'09", an arc distance of 331.73 feet to the end of said curve; Thence North 00°49'45" West, a distance of 47.38 feet to the beginning of a curve concave to the Southeast, having a radius of 351.00 feet and from which a radial line bears North 89°10'15" East; Thence North and Easterly along the arc of said curve, subtended by a central angle of 75°28'32", an arc distance of 462.37 feet to the end of said curve, also being a point of compound curvature of a curve concave to the Southeast, having a radius of 836.00 feet and from which a radial line bears South 15°21'13" East; Thence Easterly along the arc of said curve, subtended by a central angle of 28°18'30", an arc distance of 413.04 feet to the end of said curve, also being a point of compound curvature of a curve concave to the Southwest, having a radius of 396.00 feet and from which a radial line bears South 12°57'17" West; Thence Southeast along the arc of said curve, subtended by a central angle of 11°07'07", an arc distance of 76.85 feet to the end of said curve; Thence North 24°04'24" East, a distance of 60.00 feet to a point on the arc of a curve, concave to the Southwest, having a radius of 456.00 feet and from which a radial line bears South 24°04'24" West; Thence Northwest along the arc of said curve, subtended by a central angle of 11°07'07", an arc distance of 88.49 feet to the end of said curve, also being a point of compound curvature of a curve concave to the South, having a radius of 896.00 feet and from which a radial line bears South 12°57'17" West; Thence westerly along the arc of said curve, subtended by a central angle of 28°18'30", an arc distance of 442.67 feet to the end of said curve, also being a point of compound curvature of a curve concave to the Southeast, having a radius of 411.00 feet and from which a radial line bears South 13°21'13" East; Thence Southwest along the arc of said curve, subtended by a central angle of 28°01'53", an arc distance of 201.08 feet to the end of said curve; Thence South 89°10'15" West, a distance of 158.04 feet to a point on the West line of the East One-Half of Tracts 3 and 10, Block 14 of the aforesaid plat of PALM BEACH FARMS CO. PLAT NO. 3; Thence North 00°49'45" West, along said West line, a distance of 810.71 feet to the South Right-of-Way line of Dillman Road as now laid out and in use, said South Right-of-Way line also being the North line of Tracts 2 and 3, Block 14 of the aforesaid plat of PALM BEACH FARMS CO. PLAT NO. 3; Thence North 88°59'44" East, along said South Right-of-Way line of Dillman Road, a distance of 1018.86 feet to the Northwest corner of Tract 1, Block 14 of said plat of PALM BEACH FARMS CO. PLAT NO. 3; Thence South 00°53'40" East, along the West line of said Tract 1, Block 14, a distance of 661.25 feet to the Southwest corner of said Tract 1, Block 14; Thence North 89°00'12" East, along the South line of said Tract 1, Block 14, a distance of 517.29 feet to the aforesaid West Right-of-Way line of Jog Road; Thence South 00°16'12" West, along said Right-of-Way line a distance of 1669.12 feet back to the POINT OF BEGINNING.

The above described parcel of land contains 2,974,730.682 square feet, (68.29042 acres) more or less.

DESCRIPTION APPROVED BY SURVEY FOR USE IN:

Developers Agreement  
5/3/94  
DATE  
[Signature]

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

Exhibit B Water and Wastewater

ORB 8388 Ps 1238

In order to induce Utility to provide and maintain adequate and sufficient central water and wastewater facilities, Developer hereby agrees to abide by the provisions of this Exhibit and to pay to Utility, in accordance with the terms and conditions set forth below, the sums of money set forth herein.

The parties hereto recognize that the Utility operates under a set of procedures including a Facilities Extension Policy, as approved by the Palm Beach County Board of County Commissioners. The Developer agrees to be bound by the terms and conditions of these documents, and in future years, by the then current revision. The provisions of these documents deal with procedures and costs for initiation of service, oversizing of facilities, use of previously oversized facilities, evaluation of expected service demand, and other related matters.

Developer has advised and provided evidence to the Utility that the Property which is the subject of this Agreement will be developed into a residential and/or nonresidential project, and it is determined by Utility based upon Developers' representations that said project requires a service capacity allocation of 274 equivalent residential connections. This evaluation represents the best estimate of the Utility at time of submission of this Agreement to Utility. During the course of development the Developer is required to increase his reservation of service capacity, if such capacity is available, immediately upon it being determined that development plans justify such reevaluation. If additional capacity is not available, the Developer should not expect to proceed with his project to the extent represented by the increased capacity. Should a decrease in capacity allocation be justified, the Developer may secure such decrease from the Department. Minor increases or decreases in capacity allocation shall be administered by the Utility without need for formal written amendment to this Agreement. All such adjustments shall be binding on both Utility and Developer and subject to all applicable rules and regulations of the Utility.

Connection Fees: Utility has advised Developer that Developer will be obligated to pay Utility certain amounts for each customer connection to the system to defray capital facilities costs. This fee is paid at the time the Developer requests service initiation (meter installation) to the connection; which must be cleared for service. The charge per connection shall be in accordance with the following schedule:

	<u>Category</u>	
	<u>Water</u>	<u>Wastewater</u>
Single Family		
5/8" Meter	\$600.00	\$1,800.00
1"	\$1,700.00	\$4,900.00
2"	\$5,900.00	\$17,100.00
Multiple-Family (per dwelling unit)	\$400.00	\$1,300.00
Non-Residential		
5/8" Meter	\$900.00	\$2,500.00
1"	\$3,400.00	\$9,900.00
2"	\$9,200.00	\$26,600.00
3"	\$22,800.00	\$65,800.00
4"	\$36,400.00	\$104,800.00
6"	\$142,000.00	\$409,400.00

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

## Exhibit B Water and Wastewater

ORB 8388 Pg 1239

## NOTES:

- (1) Any separate meter that is in addition to the customer's primary source meter, shall be charged at nonresidential rates. Separate meters will not be available for irrigation purposes.
- (2) While it is the responsibility of the customer to select the meter size that is appropriate for his expected demand, the Department reserves the right to overrule the customer's selection if that selection is not compatible with reasonable expectations of service demand for that connection. Duplex or other irregular meter schemes will not be permitted.
- (3) These rates will not be subject to future adjustment except as may be provided by law for assessment of a capital improvements expense that was not allocated in the rate schedule determination, but is applicable to the capacity necessary to serve the new connection. Such adjustment (s), if any, could be for reasons such as, but not limited to, changes in treatment technology or changes in expected level of demand for customer class.
- (4) These rates shall not apply and the Developer shall be deemed to have waived these rates in the event that Developer refuses or fails to timely pay guaranteed revenue due under the terms of this Agreement as provided in this Exhibit "B".

Guaranteed Revenue Fees: By virtue of the provisions of this Agreement, the Utility has reserved for Developer 274 equivalent residential units of water and wastewater treatment capacity. The Utility has advised Developer that it requires guaranteed revenue in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Developer agrees to pay, upon submission of this Agreement, one year's capacity reservation fees in advance for all capacity required in order to obtain a Certificate of Concurrency Reservation or other land development approvals for the property identified in Exhibit A. This is a Mandatory Agreement Prepayment as defined below. Utility has advised Developer that construction of additional water and sewer facilities will be completed in phases designed to coincide with the need for service of Developer and other Developers in the service area. The Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of guaranteed revenue.

Mandatory Agreement Prepayment. When a property owner submits for approval a Standard Developer Agreement (SDA) to Palm Beach County, a one-year Guaranteed Revenue fee will be immediately due for each ERC represented in the submittal. Said submittal date shall be defined as the SDA anniversary date. Payment of same shall be deemed a prerequisite for approval and will establish the number of ERCs required for concurrency management purposes. This payment, termed Mandatory Agreement Prepayment (MAP) shall be defined per each ERC represented in said submittal as the monthly Guaranteed Revenue charge in effect at the time of submission times 12 months. For ERCs represented by an SDA, the connection fee to be paid at the time of connection is that fee in effect at the time of submission of the SDA.

The Utility will concur with modification of this reservation only in accordance with the policy outlined earlier in this Exhibit.

The Mandatory Agreement Prepayment required upon submission of this Agreement is \$ 48,662.40

An active development plan is defined as a plan for providing water and/or sewer service for all or a portion of the property described in the SDA. Each plan relates to a specific geographic area and number of ERCs to be served within the area. The owner shall be responsible for two types of payments for ERCs defined within active plan:

- 1) Annual Renewal Payments (ARPs) for unconnected ERCs; and 2) and Adjusted Total