

be. At such time as Declarant no longer owns any portion of Olive Tree, or such earlier time as Declarant may determine, in its sole discretion, Declarant shall terminate its use rights in any buildings, any models, sales or rental areas, parking areas or any other designated area(s) or any portions thereof and may, in its sole discretion, convey any personal property thereon to the Master Association. The use rights and the right to transact business on the Master Association Common Areas as set forth herein and any other rights reserved by Declarant in the Master Association Documents may be assigned, in writing, by Declarant in whole or in part.

(d) Declarant, its successors, nominees, and assigns shall have the right to construct, maintain and repair such Structures or improvements including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of Olive Tree.

(e) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license, or other use rights, to real property not located within Olive Tree, whether it be Committed Property or not, to the Master Association for such purposes as may be expressed in the instrument of conveyance, lease, grant of license or use. No such real property shall be considered to be Master Association Common Areas until actually so conveyed, leased or a grant of license or other use right is created by a written instrument.

i. Any such conveyance, lease or grant of license or use right to the Master Association may be exclusive or non-exclusive so that Persons other than Master Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. The Master Association shall accept from Declarant any such conveyance, lease, grant of license or grant of use right. So long as the Declarant owns any portion of Olive Tree, except as may be specifically provided elsewhere in this Declaration, the Master Association shall not accept from any Person other than Declarant, a conveyance, lease, grant of license or grant of use right except upon the prior written consent of the Declarant.

ii. Prior to any conveyance, lease or grant of license or other use right by Declarant to Master Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter the right to use such property is subject to the payment of Operating Expenses and may also be subject to reasonable rents, fees and other charges in favor of the Master Association; in any event, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses, mortgages or contracts creating use rights shall continue to be paid and all proceeds therefrom shall be the sole property of the Declarant.

(f) Declarant shall have the right and the power to regulate and control the external design and appearance of Master Association Common Areas in such a manner as (i) to promote the environment of Olive Tree, (ii) to foster the attractiveness and functional utility of Olive Tree as a place to live and play, including a harmonious relationship among structures, vegetation and topography and (iii) to comply with any governmental or quasi-governmental regulations, rules, requirements, laws, ordinances or the like.

3.08. Surface Water Management System.

The Surface Water Management System is deemed to be Master Association Common Areas. The Master Association shall maintain and control the Surface Water Management System, subject to the applicable governmental requirements and authorities.

3.09. Littoral Zones and Upland Buffer Zones.

Declarant shall establish certain areas in Olive Tree, as designated in a Plat, as "Littoral Zones" and "Upland Buffer Zones" which shall be dedicated and conveyed to the Master Association as Master Association Common Areas. By execution hereof, the Master Association accepts responsibility for maintaining all littoral zones and upland buffer zones and all vegetation therein, in accordance with the "Upland Buffer and Littoral Zone Master Management Plan" entered into and approved by the Treasure Coast Regional Planning Council, City of Greenacres and South Florida Water Management District, as the same may be amended from time to time. The littoral zones and upland buffer zones shall be the perpetual responsibility of the Master Association and may in no way be altered from their natural state. The following activities within these conservation areas shall be prohibited: constructing or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation with the exception of nuisance vegetation removal; excavation, dredging or removal of soil material, diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wild life habitat conservation or preservation.

3.10. Disputes as to Use

In the event there is any dispute as to whether the use of the Committed Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, any Supplement, amendment, Phase Declaration, or other Master Association Documents, for so long as Declarant owns any land within Olive Tree, such dispute shall be referred to the Declarant; and thereafter to the Board of Governors of the Master Association. A determination rendered by the Declarant (or the Board of Governors, as applicable) with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Declarant and its successors, nominees and assigns of the Committed Property or any parts thereof in accordance with Article 3.07 shall be deemed a use which complies with this Declaration and all applicable Supplements or any other Master Association Documents and shall not be subject to a contrary determination by the Board.

Article 4 USE RESTRICTIONS

4.01. Use Restrictions

With applicable governmental approvals, Declarant reserves the absolute right, power and authority to inaugurate and implement variations from, modifications to, or amendments of any governmental zoning, land use restrictions, plans, land development regulations, development order and development permits applicable to portions of Olive Tree. Such modifications or amendments may increase or decrease the number of Units permitted on all or portions of Olive Tree.

4.02. Required Prior Approvals for Improvements

(a) Approval Required: Except for any "Improvements" (as hereinafter defined) constructed or approved by Declarant ("Declarant Improvements"), which Declarant Improvements are not subject to the approval of the Master Association, (i) no Unit, Pod, building, Structures, improvements of any kind (including, but not limited to, any wall, fence, sign, mailbox, landscaping, planting, swimming pool, tennis court, screen enclosures, driveway, sidewalk, sewer, drain, water area, or outside lighting), shall be erected, placed, planted or maintained on any portion of the Committed Property; (ii) no platting, architectural, engineering or site plan pertaining to the development of any Pod or Unit(s) or any improvements or Structures of any kind thereon within the Committed Property ("Development Plans") shall be effectuated; and (iii) no

addition, alteration, modification or changes to any of the foregoing in (i) and (ii) (collectively "Improvements"); shall be made without the prior written approval of the Master Association.

(b) Method of Obtaining Master Association Approval: In order to obtain the approval of the Master Association, two (2) complete sets of plans and specifications for the proposed Improvements or Development Plans (collectively, the "Plans") shall be submitted to the Master Association or its designee for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials as may be reasonably necessary for the Master Association or its designee to evaluate the proposed Plans. All Plans shall be evaluated in consideration of aesthetics, materials and workmanship and suitability and harmony of location, Structures and external design in relation to surrounding topography, Structures and landscaping. Within twenty (20) days of its receipt of the Plans, the Master Association may request additional information, plans, drawings, samples of materials (collectively, "Additional Information") from the person submitting the Plans for approval, and such Additional Information shall be provided the Master Association within twenty (20) days of the request therefor.

(c) Approval or Disapproval by the Master Association: The Master Association shall have the right to refuse to approve any Plans which, in its sole and absolute discretion, are not suitable or desirable at Olive Tree. In approving or disapproving Plans, the Master Association may consider the suitability of the proposed Units, building, Improvements, Structures or landscaping materials of which the same are to be built or planted, the Development Plans or portions thereof, the site upon which such are proposed to be erected, the harmony thereof with the surrounding area, property, Units, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Master Association shall be in writing and shall be sent to the applying Sub-Association, Member, Owner, or Builder, as the case may be. The Master Association shall have thirty (30) days from receipt of the Plans or from receipt of the Additional Information, if requested, to evaluate and respond to plans submitted for its review. That notwithstanding, in the event the Master Association fails to approve or to disapprove in writing any proposed Plans or the Additional Information timely provided within said thirty (30) day period, then said Plans shall be deemed to have been approved by the Master Association. All construction and landscaping shall be done in accordance with the Plans approved by the Master Association unless a deviation therefrom has been approved in writing by the Master Association. However, (i) if any Improvement has been issued a certificate of occupancy, or (ii) if any Improvement for which the applicable governmental body does not issue a certificate of occupancy has been completed to the extent that it is ready to be used for its intended purpose (collectively, "Completion"), and the Master Association does not indicate disapproval thereof for a period of one (1) year after the Completion of such construction, landscaping or other Improvement, then such construction or landscaping shall be deemed to have been approved by the Master Association.

(d) Master Association to Adopt Rules and Regulations: The Master Association shall have the right to promulgate such further rules and regulations as it deems necessary in order to preserve the values and appearance of Olive Tree and thereafter, to modify, alter, amend, rescind and augment any of same (collectively "Design Rules") provided that the Design Rules so promulgated shall not be in conflict with the provisions of any of the Master Association Documents. Such Design Rules shall not become effective until approved by the Declarant in writing so long as the Declarant owns any portion of Olive Tree and thereafter by the Board. The Master Association may adopt a schedule of reasonable fees for the processing of applications (including fees for architects, engineers or other professionals) which fees shall be subject to the approval of the Board.

(e) When Approval of Master Association Not Needed: If the contemplated Improvement which would otherwise be subject to the jurisdiction of the Master Association is subject to the jurisdiction of either a Sub-Association or an architectural or design control committee as provided by a Supplement, the Board shall have the right (but not the obligation) to adopt a resolution delegating any or all of its powers hereunder to such Sub-Association or an architectural or design control committee. Such resolution shall provide that the procedures for design control and approval as provided in the applicable Supplement, Phase Declaration or any other Master Association Documents shall take precedence over this Declaration whereupon and for so long as said resolution shall be in effect or until revoked by subsequent resolution of the Board. No approval by or from the Master Association shall be necessary or required for Improvements subject to approval by such entity, provided that such approvals are not inconsistent with this Declaration, any Supplement, any Master Association Documents or the overall plan of development for Olive Tree. The Master Association shall, in its sole discretion, have the right to determine whether or not the Improvements are "inconsistent with" the Master Association Documents.

(f) Effect of Approval:

(i) The Master Association does not determine or assume any responsibility for the quality of construction or structural soundness of any Units, Structures or other Improvements, and no obligation or liability relating to construction of any Units, Structures or other Improvements shall result from the Master Association's review or approval of any Plans. Furthermore, the Master Association does not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. Additional governmental approvals may be required.

(ii) Neither Declarant nor the Master Association, nor their officers, agents, or members make any representations or warranties regarding any plans or specifications approved hereunder on any Structures or Improvements constructed according to such plans or specifications. Further, neither the Master Association, Declarant, or any Sub-Association, nor their officers, agents or members, shall be liable for any loss, damages, injury or expense arising out of or in any way connected with any approval, disapproval or failure to act hereunder, unless due to willful misconduct.

4.03. Antennas, Discs and Flagpoles

No outside antennas, discs, aerials, antenna poles, antenna masts, electronic devices, antenna towers, citizen band (CB) or amateur band (ham) antennas, or flagpoles shall be permitted on the Committed Property except (i) if completely inside a Unit, (ii) as may be required for cable television services designed to serve all or a portion of Olive Tree, or (iii) as may be approved by the Master Association. An approved flagpole shall not be used as an antenna.

4.04. Temporary Structures

No tents or temporary Structures shall be permitted on the Committed Property unless their size, appearance and temporary location have first been approved by the Master Association or the Declarant. Any signs to be used in conjunction with any tent or temporary Structure must also be approved by the Master Association.

4.05. Signs

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any portion of the Committed Property unless the placement, character, form, size, lighting and time of placement of such sign be first approved by the Master Association. No sales price may be displayed on any sign. No flashing signs

shall be permitted. All signs must also conform with governmental codes and regulations and with any Design Rules and master design plan for signs established by the Master Association. The Master Association may summarily remove and destroy all unauthorized signs and entry upon any portion of the Committed Property shall not be deemed a trespass. Notwithstanding anything contained herein, the Master Association shall be under no obligation to approve any signs. Further, the Declarant has reserved certain rights to place signs on Olive Tree in Article 3.07 hereof.

4.06. Walls, Fences and Shutters

No wall or fence shall be constructed on any Unit or Pod with a height of more than six (6) feet above the ground level of an adjoining Unit or Pod, and no hedge or shrubbery abutting any Lot line shall be permitted with a height of more than six (6) feet without the prior approval of the Master Association. No wall or fence shall be constructed on any Unit or Pod until its height, length, type, design, composition, material and location shall have first been approved by the Master Association. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Master Association, whose decision shall be final. Hurricane, storm or weather shutters, awnings, or shades shall not be stored on the exterior of any Structure without the approval of the Master Association and all such shutters or shades shall be the types as approved by the Master Association.

4.07. Clothes Drying Areas

No portion of the Committed Property shall be used as a drying or hanging area for laundry of any kind unless the drying or hanging area is not visible from any portion of the Committed Property other than the portion owned by the Person owning such drying or hanging area.

4.08. Pets and Animals

(a) No livestock or poultry shall be kept, raised or used upon any portion of the Committed Property. Pets shall be prohibited from all portions of the Master Association Common Areas except where designated by the Master Association.

(b) Obnoxious animals, fowl or reptiles shall not be kept or permitted to be kept anywhere on the Committed Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Master Association in its sole discretion.

(c) An Owner, by the purchase of his Unit, agrees to indemnify the Master Association and hold it harmless against loss or liability of any kind arising from his having any animal in Olive Tree.

(d) Phase Declarations may further restrict the keeping of pets and animals within Phases.

4.09. Maintenance of Premises

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon the Committed Property and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon the Committed Property. All lawns, landscaping and sprinkler systems and any property, Structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. Excepted from the foregoing shall be any portion of the Committed Property owned by Declarant or its nominee through the period of construction of Units or other buildings or structures thereon and the Master Association Common Areas. Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant or the Master Association, and upon

the Master Association, a Sub-Association's, an Owner's, or a Builder's failure to make such correction within thirty (30) days of being given written notice by Declarant or the Master Association (which written notice does not have to be given by Declarant or Master Association in the case of emergency, in which event, Declarant or Master Association may without any prior notice directly remedy the problem), Declarant or the Master Association (or their agent or assigns) may, in furtherance of Declarant's overall plan for the development and uniform appearance of Olive Tree, enter upon such premises and make such improvements or correction as may be necessary, the costs of which shall be paid by the Master Association, Sub-Association or Owner, as the case may be, or Declarant or the Master Association may bring an action at law or in equity. Such entry by Declarant or the Master Association or their agents or assigns shall not be a trespass and by acceptance of a deed for a Unit or Pod, such party has expressly given Declarant and the Master Association the continuing permission to do so which permission may not be revoked. If any Owner, Builder, the Master Association or a Sub-Association fails to make payment within fifteen (15) days after request to do so by Declarant or the Master Association, as appropriate, the payment requested shall be a lien in accordance with provisions of Article 6 hereof.

4.10. Nuisances

Nothing may or shall be done on Committed Property which may be or may become an annoyance or nuisance to any Person, a Phase, or Master Association Common Areas facility. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation and/or applicability of this Article 4.10 shall be decided by the Board whose decision shall be final.

4.11. Casualty Destruction to Improvements

In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by the Master Association, the Owner thereof shall either: (i) commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion; or (ii) properly clear the damaged Structure or improvement and restore or repair the Unit in a manner aesthetically satisfactory to the Master Association. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by the Master Association as provided herein.

4.12. No Implied Waiver

The failure of the Master Association or Declarant to object to an Owner, Member, or another Person's failure to comply with the covenants and restrictions contained herein shall in no event be deemed a waiver by the Master Association, or any other Person having an interest herein, of its rights to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

4.13. Declarant's and Master Association's Exculpation and Approvals

Declarant or the Master Association may grant, withhold or deny its consent, permission or approval in any instance where its consent, permission or approval is permitted or required at its sole discretion and without any liability of any nature or kind to any Member, Owner or any other Person for any reason whatsoever. Every consent, permission or approval by Declarant or the Master Association under this Declaration shall be in writing.

4.14. Owner Compliance

(a) The protective covenant, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, but also to any other Person occupying an Owner's Unit under lease from the Owner or by permission or invitation, express or implied, of the Owner or his tenants, licensees, invitees or any guests of any of the foregoing.

(b) Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the rights of enforcement of these provisions against the Owner or such Person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his family, tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants and other occupants of the Unit at any time.

4.15. Enforcement

(a) Declarant reserves unto itself and its designees the right and the power (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to any Person, the Master Association, a Sub-Association, an Owner, a Builder, or to any other designee.

(b) In the event the Declarant does not enforce the covenants, conditions, restrictions or other provisions of this Declaration, then the following parties may in the following priority enforce same as hereinafter set forth: (1) the Master Association; (2) a Sub-Association; (3) a Builder; (4) the Owners entitled to cast at least twenty-five (25) votes of the Master Association. In the event a party with a lesser priority desires to enforce this Declaration then that party must first give thirty (30) days written notice to the parties with higher priority, starting first with the Declarant, that the noticing party intends to initiate enforcement upon the expiration of such thirty (30) day period, and if during such period any of the parties with the higher priority do not (i) initiate enforcement procedures, or (ii) make a determination that enforcement procedures shall not in such instance be instituted, then the party of the lesser priority may so initiate such enforcement procedures. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

(c) Declarant, its designees, or other party having the right to enforce this Declaration, if any, pursuant to paragraph (b) above shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and to enforce any lien created by this Declaration. Failure by Declarant, the Master Association, a Sub-Association, a Builder, any Owner, or any other Person, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(d) The costs and attorneys fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to paragraph (b) above, who prevails in any such enforcement action, in any action against an Owner or Member to enforce any provision of this Declaration shall be a personal obligation of the non-prevailing Owner or Member which shall be paid by such Owner or Member, and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's or Member's Unit(s) or Pod(s), collectible in the manner provided in Article 6.

(e) Fines: Notwithstanding the availability of the other remedies set forth in this Article 4.15 and elsewhere in this Declaration, the Master Association shall also have the power to assess reasonable fines as provided in the By-Laws to enforce any of the provisions of this Declaration, the By-Laws, or the Rules and Regulations.

4.16. Declarant's Inaction

Neither the execution and recordation of this Declaration nor the creation of any Sub-Association or other entity, nor the recordation of any Phase Declaration or other instrument subjecting any land in Olive Tree to protective covenants, conditions or restrictions or other provisions shall obligate or require Declarant to (i) grant any right, power, duty or privilege of any nature or kind to the Master Association or to any other entity, or (ii) perform any act permitted and/or required by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

4.17. Assignment

Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, on a permanent or temporary basis, to any Person, any or all of its rights, powers, duties, or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT SHALL BE UNDER NO OBLIGATION TO DELEGATE OR ASSIGN ANY OF ITS RIGHTS, POWERS, DUTIES AND PRIVILEGES CONTAINED IN THIS DECLARATION TO ANY PERSON OR ENTITY. All such assignments shall be by a written instrument executed by Declarant.

4.18. Non-Applicability to Declarant

The restrictions set forth in this Article 4 shall not apply to the Declarant's Improvements and shall not apply to Declarant or its agents, employees, successors or assigns so long as Declarant owns property within Olive Tree.

4.19. Additional Use Restrictions

In addition to the use restrictions contained in this Article 4, the Master Association shall have the right to promulgate such additional use restrictions, rules and regulations as it deems necessary or desirable in accordance with the terms and provisions of the Master Association Documents.

4.20 P.U.D. Agreement Requirements

Pursuant to the provisions of the P.U.D. Agreement, (i) the Association shall not prohibit the parking of motorcycles, vans or pickups rated one (1) ton or less, upon the Properties and (ii) there is a prohibition against converting garages into living areas.

Article 5 MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

5.01. Membership

Each Sub-Association, Owner of a Pod, and the Declarant shall together comprise the membership of the Master Association. In the event an Owner of a Pod subsequently subdivides the Pod, such Owner shall also submit such Pod to the jurisdiction of a Sub-Association, and thereupon, the membership of such Owner, associated with such Pod, shall automatically terminate upon the recording of a Phase Declaration in the public records of the County, and the Sub-Association named therein shall simultaneously become a Member. In the event that a Phase Declaration is terminated, the respective Sub-Association's membership, with respect to the affected Phase,

shall automatically terminate upon the recording of such termination in the public records of the County, and the Owners of the Units in such affected Phase, formerly subject to the jurisdiction of said Phase Declaration, shall thereupon become Members until such affected Phase is again submitted to the jurisdiction of a Sub-Association.

5.02. Voting Rights

(a) Each Sub-Association shall be a "Class A" Member of the Master Association. The "Representative" (as hereinafter defined) of each Sub-Association shall be entitled to cast a number of votes equal to the number of Units then under the jurisdiction of said Sub-Association. The Board of Directors of each Sub-Association shall designate a person (the "Representative") to act on behalf of the Sub-Association at all Members' meetings of the Master Association. The Representative shall be designated by a Certificate signed by the President or Vice President of the Sub-Association, and filed with the Secretary of the Master Association. The person designated by such Certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Sub-Association at any meeting. In the absence of such Certificate, or in the event the person designated in such Certificate does not appear in person or by proxy at any meeting, the votes of the Sub-Association may be cast at any meeting by the President, Vice President, Secretary or Treasurer, in that order, of said Sub-Association.

(b) Each Owner of a Pod shall be a "Class A" Member of the Master Association. The Owner of a Pod shall be entitled to cast a number of votes equal to the number of Units which are "Approved to be Constructed" upon that Pod. The Declarant, in its reasonable discretion, shall establish the number of Units which are "Approved to be Constructed" for each Pod, by setting forth the same in its deed of conveyance to such Owner of a Pod, or by filing an affidavit with the Master Association establishing such number. The number of Units "Approved to be Constructed", as established by the Declarant, shall not exceed the number of Units approved for development within that Pod, in accordance with the P.U.D. Agreement with the City. In the event, as so determined by Declarant, a Pod is to be used for purposes other than residential purposes, then Declarant may, as Declarant determines, attribute to it one or more "Contributing Units", as defined in Section 7.02 hereof, in which case, the Owner of such Pod shall be entitled to cast the same number of votes as such number of Contributing Units, attributable to such Pod. If an Owner of a Pod is owned by more than one individual or by an entity, the votes attributable to such Pod may be cast by any co-Owner of such Pod, but, if a dispute arises between the co-Owners as to how the vote will be cast, they shall lose their right to cast the votes attributable to such Pod on the matter being voted upon, but their votes shall continued to be counted for purposes of determining the existence of a quorum. For the purposes of this sub-Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation (and their duly authorized agent) shall be deemed co-Owners. In the event a Pod is subsequently subdivided, the Units "Approved to be Constructed" or the "Contributing Units" attributable to such Pod shall be allocated to the subdivided parcels in the Phase Declaration applicable thereto by the Owner of such Pod.

(c) The Declarant is a "Class B" Member, and shall be entitled to cast two thousand (2,000) votes, until such time as the "Class B" Membership ceases, in accordance with the provisions of the Articles of Incorporation of the Master Association. Upon termination of such "Class B" Membership, Declarant may be a "Class A" Member for so long as Declarant is an Owner of a Pod. Any director, officer or duly authorized agent of Declarant shall be entitled to cast the votes of the Declarant.

Article 6
 COVENANT TO PAY ASSESSMENTS FOR OPERATING
 EXPENSES, INDIVIDUAL UNIT ASSESSMENTS AND SPECIAL ASSESSMENTS;
 ESTABLISHMENT AND ENFORCEMENT OF LIENS;
CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

6.01. Affirmative Covenant to Pay Assessments
 for Operating Expenses, Individual Unit
 Assessments and Special Assessments

In order to (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate, preserve and improve the Master Association Common Areas for the recreation, use, safety, welfare and benefit of the Master Association, Sub-Associations, Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon the Sub-Associations and each "Contributing Unit" subject to assessment under Section 7.02 hereof the affirmative covenant and obligation to pay to the Master Association (in the manner herein set forth) all "Assessments for Operating Expenses," "Individual Unit Assessments" and "Special Assessments" (the "Assessments"), as hereinafter provided. Each Sub-Association shall have the obligation to collect the Assessments for the Contributing Units it administers or controls, including those owned by Builders, and pay same to the Master Association when such Assessment is due in accordance with the terms hereof, provided however, that the Master Association may, in its sole discretion elect to collect or not collect Assessments directly from Owners. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Unit, and each Builder by acceptance of a deed or other instrument of conveyance conveying a Pod, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Master Association all Assessments for Operating Expenses, Individual Unit Assessments, and Special Assessments in accordance with the provisions of this Declaration and consents and agrees to the lien rights set forth hereunder against such Unit or Pod. The liability for Assessments for Operating Expenses, Individual Unit Assessments, and Special Assessments may not be avoided by waiver of the use or enjoyment of Master Association Common Areas or by abandonment of the Contributing Unit for which the Assessments are made.

6.02. Establishment of Liens: Late Charge

Any and all Assessments for Operating Expenses, Individual Assessments and Special Assessments made by the Master Association in accordance with the provisions of Articles 6, 7 and 8 of this Declaration or otherwise imposed by the Master Association in accordance with the terms and provisions of the Articles and Bylaws (the "Assessments") with interest thereon at the highest rate allowed by law together with costs of collection, including, but not limited to, court costs and reasonable attorneys' fees, whether or not suit is filed, at all levels of proceedings, are hereby declared to be a charge and continuing lien upon the Unit or Pod against which each such Assessment is made. In addition, the Master Association may require the Owner of a Unit or Pod for which Assessments are more than fifteen (15) days overdue to pay interest, at the highest rate permitted by law and a late charge in an amount to be determined by the Board which late charge shall be deemed liquidated damages pertaining to administrative costs, not a penalty. Each Assessment against a Unit or Pod, together with late charges and interest thereon at the highest rate allowed by law, together with costs of collection thereof including but not limited to, court costs and attorneys' fees at all levels of proceedings, shall also be the personal obligation of the Owner of each such Unit or Pod assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged claim of lien by the Master Association. Such recorded claim of lien shall also, automatically, secure any other assessments, interest, late fees, attorneys' fees, and costs which thereafter become due until such lien is satisfied of record. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the claim of lien in recordable form. Notwithstanding anything to the contrary herein contained, the lien of the Assessments and any late charges thereon

provided for herein shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Unit or Pod by an Institutional Mortgagee of record. Where an Institutional Mortgagee holding a mortgage of record obtains title to a Unit or Pod as a result of foreclosure of its mortgage or a deed in lieu thereof, such acquirer of title, its successors or assigns, shall not be liable for the previous Assessments pertaining to such Unit or Pod or chargeable to the former owner thereof, which became due prior to such acquisition of title, unless the Assessment against the Unit or Pod is secured by a claim of lien for Assessments that is recorded prior to the recordation of such mortgage. However, such unpaid Assessments shall be pro rata collectible from all of the Owners of Contributing Units, including such acquirer and its successors and assigns.

6.03. Collection of Assessments

In the event any Owner, Builder, or Sub-Association shall fail to pay Assessments, or any installments thereof, charged to such Owner, Builder or Sub-Association within fifteen (15) days after the same becomes due, then the Master Association shall, in its sole discretion have any and all of the following remedies to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Master Association:

(a) To accelerate the entire amount of any Assessments for the remainder of the fiscal year notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the Owner(s), Builder(s) or Sub-Association in default, funds to accomplish the needs of the Master Association up to and including the full amount for which such Owner(s), Builder(s) or Sub-Association is liable to the Master Association and the amount or amounts of monies so advanced, together with interest at the highest rate allowed by law, together with all costs of collection thereof including, but not limited to, court costs and reasonable attorneys' fees at all levels of proceedings, may thereupon be collected by the Master Association and such advance by the Master Association shall not waive the default.

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Master Association in like manner as a foreclosure of a mortgage on real property.

(d) To file an action against the Owner at law to collect said Assessment(s) plus any late charge plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees at all levels of proceedings, without waiving any lien rights or rights of foreclosure in the Master Association.

6.04. Collection by Declarant

In the event for any reason the Master Association shall fail to collect the Assessments, then in that event, Declarant shall at all times have the right (but not the obligation): (1) to advance such sums as the Master Association could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Master Association as set forth above which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Declarant.

6.05. Rights of Declarant and Institutional Mortgagees To Pay Assessments and Receive Reimbursement

Declarant shall have the right, but not the obligation at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit or Pod. Further, Declarant shall have the right, but not the obligation, at its sole option, to pay any Operating Expenses or Individual Unit Assessments or Special Assessments on behalf of the Master Association or any

Owner where the same are overdue. Declarant shall be entitled to immediate reimbursement for such overdue Operating Expenses or Individual Unit Assessments or Special Assessments so paid, plus any costs of collection including, but not limited to, court costs and reasonable attorneys' fees at all levels of proceedings.

Article 7
METHOD OF DETERMINING
ASSESSMENTS FOR OPERATING EXPENSES

7.01. Determining Amount of Assessments

(a) Budget. The total anticipated Operating Expenses for each fiscal year shall be set forth in a budget (the "Budget") adopted by the Master Association not later than sixty (60) days preceding the commencement of the fiscal year for which the Budget is being adopted.

(b) Individual Unit Assessment. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the "Individual Unit Assessment" as follows:

The "Individual Unit Assessment" for each Contributing Unit, as hereinafter defined in Section 7.02 hereof, shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment, by a fraction, the numerator of which is one (1) and the denominator of which shall be the total number of Contributing Units as of the date the Budget was adopted. The total number of Contributing Units will be adjusted from time to time, as determined by Declarant, in accordance with this Declaration. After the Declarant no longer owns any property within Olive Tree, the final decision concerning the number of Contributing Units in existence shall be made by the Board.

(c) Declarant's Option Regarding Assessments on Declarant Units. The Declarant shall have the following rights and options, which Declarant may elect from time to time upon providing written notice thereof to the Master Association:

(i) The Individual Unit Assessment shall be determined pursuant to the provisions of 7.01(b) hereinabove set forth, and the Declarant would be obligated to pay, during the period of time so determined from time to time by Declarant, Individual Unit Assessments attributable to Units then owned by the Declarant, provided, however, that for the purposes of this subparagraph, Units owned by the Declarant shall mean only residential dwelling Units which have actually been constructed and for which a Certificate of Occupancy has been issued by the applicable governmental authorities, or in the alternative, Declarant may choose instead to be responsible for the payment of that portion of actual expenses of the Master Association which exceed the amounts assessed to Owners other than Declarant, in which case, Units owned by Declarant shall be exempt from assessments; or

(ii) Declarant may elect for the total anticipated Operating Expenses to be based upon a budget as if all development contemplated for Olive Tree were completed, all Master Common Area anticipated to be ultimately conveyed to the Master Association were completed and conveyed and the Association had assumed all duties and obligations anticipated to be ultimately assumed by it. The Individual Unit Assessment for each Contributing Unit would be equal to the total amount of such estimated budget divided by the total number of residential dwellings which may be ultimately committed and under the jurisdiction of this Declaration, as so determined by Declarant, in Declarant's sole discretion, but which shall not exceed the total number of dwellings permitted for Olive Tree under the P.U.D. Agreement. In the event this option is elected by Declarant, in lieu of Declarant paying any assessments attributable to Units owned by Declarant, Declarant shall pay that portion of the

actual expenses of the Master Association, during the effective period of Declarant's election of the option under this subparagraph, which exceeds the amount assessed during that period by Owners other than Declarant; and/or

(iii) Declarant may elect to provide a subsidy to the Master Association, from time to time, in which event, the Individual Unit Assessment shall be determined by deducting the amount of the subsidy from the anticipated operating expenses and dividing the balance by the number of Contributing Units for which assessment obligations have commenced pursuant to the provisions of Section 7.02(d) hereof. In this event, and in lieu of the payment by Declarant of any assessments attributable to Units owned by Declarant, Declarant shall be responsible only for payment of that portion of the actual expenses of the Master Association, during the effective period of Declarant's election of the option under this subparagraph, which exceeds the amount paid during that period by Owners other than Declarant; and/or

(iv) In addition to any option hereinabove set forth, in the event that the Master Association does not have sufficient cash available to meet its expenses, the Board of Directors of the Master Association is authorized to borrow money from Declarant who may, in its sole discretion, loan money to the Master Association for such purposes. In the event of such a loan, the Association shall repay such loan to the Declarant at such time as the cash flow of the Association so permits. In the event of such a loan, it may be evidenced by a promissory note executed by the Association, bearing a reasonable interest rate, and other terms as mutually agreed by the Declarant and the Master Association;

(v) In the event Declarant elects any options permitted under this subsection 7.01(c), at any time thereafter, Declarant may elect to terminate the effectiveness of such option, in which case, Declarant shall be obligated to pay Individual Unit Assessments attributable to Units then owned by Declarant in accordance with the terms and provisions of subsection 7.01(b);

(vi) Regardless of which option Declarant may elect, if Declarant pays the Master Association more than what Declarant would have been paid pursuant to subsection 7.01(b) above, then such excess may, at Declarant's election, be considered a loan or an advance against future assessments.

(d) No Option Exercised by Declarant. In the event, during any time that Declarant owns any Units, Declarant does not exercise, or is deemed to not have exercised, any option under subsection 7.01(c) above, then, in any case, assessments shall not commence as to Declarant's Units until and upon the conveyance of such Units by Declarant to a purchaser thereof, unless otherwise set forth in such instrument of conveyance.

(e) Sub-Association. Unless the Master Association elects to collect Assessments in accordance with Section 6.01 and as otherwise set forth in this subparagraph (e), the Individual Unit Assessment against Contributing Units shall be in the aggregate assessed against the Phase in which such Contributing Units are located and against the Sub-Association operating same and shall be collected by such Sub-Association in the same manner and to the same extent as the common expenses of such Phase. Each Sub-Association shall then assess the owners of Contributing Units in such Phase for the Individual Unit Assessment.

7.02. Contributing Units

(a) Units. Each Unit shall be deemed a Contributing Unit.

(b) Pods. Each Pod which is committed as residential property shall have attributable to it, the same number of Contributing Units as the number of Units which are "Approved to be Constructed" upon that Pod in accordance with the provisions of Section 5.02(b) hereof. If a Pod is other than residential, subparagraph (c) below shall apply.

(c) Others. In the event other property is Committed to this Declaration, which is not residential property, such property may have attributable to it the number of Contributing Units as declared by the Declarant in the Supplement committing such property to this Declaration or by filing an affidavit establishing such number with the Master Association. The foregoing shall not be deemed a requirement for any Contributing Units to be so attributable to such property, but is as determined by Declarant in its sole discretion.

(d) Commencement. The assessment obligations associated with Contributing Units, except for Units owned by Declarant, shall be deemed to commence as of the date of recordation in the Public Records of a deed of conveyance from the Declarant to an Owner. Declarant's obligations shall be in accordance with Section 7.01 hereinabove.

7.03. Assessment Payments

The Individual Unit Assessments and installments thereof may be adjusted from time to time by the Master Association to reflect changes, including but not limited to, changes in the number of Contributing Units. When a Contributing Unit comes into existence, such Contributing Unit shall be deemed assessed the amount of such Assessment or installment thereof which would have been assessed against such Contributing Unit if it had been a Contributing Unit at the time such Assessment was originally made, prorated from the date it became a Contributing Unit through the end of such Assessment fiscal period.

7.04. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements (other than those capital improvements initially constructed by Declarant as part of Olive Tree) which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Master Association Common Areas or the cost (whether in whole or in part) of reconstructing or replacing such improvements and any other Assessment levied against any Member or Owner other than the Assessments required by a budget adopted annually. Special Assessments assessed against Contributing Units and Contributing Unit Owners shall be paid by such Contributing Unit Owners in addition to any regular Assessments or by the applicable Sub-Association, as so determined by the Master Association. Special Assessments shall be paid in such installments or in a lump sum as the Master Association shall, from time to time, determine. Declarant shall have the right to approve all Special Assessments before they are made. This right of approval of Special Assessments by Declarant shall end at such time Declarant does not own any property in Olive Tree. The provisions of this Section 7.04 shall not affect any rights of a Sub-Association to implement its own special assessments pursuant to its Phase Declaration. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

7.05. Liability of Contributing Unit Owners for Individual Unit Assessments

By the acceptance of a deed or other instrument of conveyance of a Unit or Pod, each Owner thereof, other than Declarant, acknowledges that each Contributing Unit, and the Contributing Unit Owners thereof, are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein, including but not limited to, reasonable fines imposed in accordance with Section 4.15(e) of this Declaration and the By-Laws. It is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner for himself and his heirs, executors, successors and assigns that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit

Assessment or any portion thereof or their respective portions of any Special Assessments or other Assessments then the other Contributing Unit Owners may be responsible for increased Individual Unit Assessments or Special or other Assessments, due to the nonpayment by such other Contributing Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment can and may be enforced by the Master Association and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration.

Article 8
OPERATING EXPENSES; CERTAIN
ASSESSMENT CLASSIFICATIONS

The following expenses of the Master Association Common Areas and the Master Association are hereby declared to be Operating Expenses which the Master Association is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Master Association Documents; additional expenses may also be declared to be Operating Expenses by the Board of Governors:

8.01. Taxes

Any and all taxes and special assessments levied or assessed at any and all times upon the Master Association Common Areas or any improvements thereto or thereon by any and all taxing authorities or districts, and against any and all personal property and improvements, which are now or which hereafter may be placed thereon or owned by the Master Association, including any interest, penalties and other charges which may accrue thereon.

8.02. Utility Charges

All charges levied by utilities or districts providing services for the Master Association Common Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, street lights and any other type of utility or any other type of service charge.

8.03. Insurance

The premiums on the policy or policies of insurance which the Master Association, in its sole discretion determines to obtain, including but not limited to, the following insurance coverage:

(a) Property insurance covering real property in an amount equal to the then replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Master Association Common Areas and such insurance shall afford protection against at least the following:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and for sprinkler leakage, vandalism, malicious mischief, windstorm, war damage and war risk, if available; and

(ii) such insurance may also afford protection against such other risks as are customarily covered with respect to areas similar to the Master Association Common Areas and serving such function.

(b) A commercial general liability insurance and, if appropriate, owners, landlord and tenant policies naming the Master Association and, Declarant, until Declarant does not own any property in Olive Tree, as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Master Association Common Areas and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits determined by the Board to be adequate for damages incurred or

claimed by any one person for any one occurrence and for damages incurred or claimed for any one occurrence and for property damage per occurrence with no separate limits stated for the number of claims. The commercial general liability insurance shall not be less than \$1,000,000.00 combined single limit for bodily injury or death, or property damage. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, libel and slander liability, host liquor liability, liability to third parties claiming damages or losses and such other risks as are customarily covered with respect to areas similar to the Master Association Common Areas in developments similar in construction, location and use.

(c) Adequate fidelity coverage to protect against dishonest acts on the part of officers, Governors, and employees of the Master Association and all others who handle or are responsible for handling funds of the Master Association or to whom such responsibility is delegated, such coverage to be in the form of fidelity bonds which meet the following requirements:

(i) Such bonds shall name the Master Association as an obligee;

(ii) Such bonds shall be written in an amount determined by the Board to be adequate and shall not be less than the estimated maximum amount of funds, including reserve funds, in custody of the Master Association at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three (3) months' aggregate assessments on all Contributing Units, plus reserve funds.

(iii) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

(d) Officer and Director liability insurance, if available, as shall be determined by the Board to be required or beneficial for the protection of the Directors and officers of the Master Association.

(e) A "master" or "blanket" policy of flood insurance on the Master Association Common Areas and any other property covered by the required form of policy in an amount deemed appropriate, but not less than the following: The lesser of: (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Master Association Common Areas located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property located within a designated flood hazard area.

(f) Workmen's compensation policies shall be obtained to meet the requirements of law.

(g) Such other forms of insurances with such coverages as the Board shall determine to be required or beneficial for the protection or preservation of the Master Association Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of Olive Tree or the Master Association.

8.04. Reconstruction of Structures or Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any Structure or improvements upon the Master Association Common Areas damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the Structure or improvement so damaged shall be an Operating Expense provided same shall be the subject of a Special Assessment, and the Master Association will levy a Special Assessment for the funds necessary to pay such Operating Expense within ninety (90) days from the date such damage was incurred.

8.05. Maintenance, Repair and Replacement

Any and all expenses necessary to maintain, repair, operate, protect and replace the Master Association Common Areas shall be an Operating Expense.

8.06. Lighting

The cost of maintaining, operating and replacing any street lights now located on the Master Association Common Areas or upon public streets within Olive Tree, and installing, maintaining, operating, and replacing additional street lights on the Master Association Common Areas, or upon public streets within Olive Tree, as determined by the Declarant, to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing services with respect thereto. Notwithstanding anything contained herein to the contrary, all parties hereto, Builders and future Members, reaffirm that by acceptance of a deed of conveyance to any property within Olive Tree, that the Declarant has entered into an agreement with Florida Power and Light which provides that the Declarant and not the Master Association or its members or any Sub-Association, is solely entitled to receive the reimbursement of all costs associated with the installation of the street light system throughout Olive Tree, from Florida Power and Light or any other entity whomsoever, and that all energy costs associated with said street light system shall be a Master Association Common Expense whether or not the same is billed directly to the Master Association or billed through the Declarant and passed on to the Master Association.

8.07. Administrative and Operational Expenses

The costs of administration for the Master Association in the performance of its functions and duties under the Master Association Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Master Association may retain a management company or companies or contractors (ANY OF WHICH MANAGEMENT COMPANIES OR CONTRACTORS MAY BE, BUT ARE NOT REQUIRED TO BE, A SUBSIDIARY, AFFILIATE, OR AN OTHERWISE-RELATED ENTITY OF DECLARANT OR A BUILDER) to assist in the operation of the Master Association Common Areas, or portions thereof and to perform or assist in the performance of certain obligations of the Master Association under Master Association Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses. Further, the Master Association may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder.

8.08. Compliance with Laws

The Master Association shall take such action as it determines necessary or appropriate in order for the Master Association Common Areas and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local. The cost and expense of such action taken by the Master Association shall be an Operating Expense.

8.09. Indemnification

The Master Association covenants and agrees that it will indemnify, defend and hold harmless Declarant, and any related corporations, including but not limited to, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Committed or Uncommitted Property or other property serving the Master Association, or resulting or arising out of the operation of the Master Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Master Association, and from and against all costs, expenses,

counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this Article shall be an Operating Expense to the extent such matters are not covered by the Master Association's insurance.

8.10. Failure or Refusal of Contributing Unit Owners or Sub Associations to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Owners, Builders, or a Sub-Association to pay Assessments levied shall themselves be deemed to be Operating Expenses and properly the subject of an Assessment.

8.11. Extraordinary Items

Extraordinary items of expense under Master Association Documents such as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be the subject of a Special Assessment.

8.12. Upland Buffer and Littoral Zone Master Management Plan

All costs associated with carrying out the Upland Buffer and Littoral Master Management Plan, as pertains to Olive Tree, and as determined from time to time by the Treasure Coast Regional Planning Council, City of Greenacres and South Florida Water Management District shall be an Operating Expense.

8.13. Miscellaneous Expenses

The cost of any item, or costs or expenses pertaining to or for the benefit of the Master Association or the Master Association Common Areas, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

Article 9
EASEMENTS

Declarant hereby grants to the Master Association and the other persons herein set forth, and Declarant reserves unto itself and its nominees the right, on behalf of itself and the Master Association, the following exclusive and nonexclusive easements on, upon, over, across, through and under the Committed Property as deemed to be in the best interests of and proper for Olive Tree, including, but not limited to, easements in favor of the Declarant, the Master Association, and the Sub-Association(s), any designees of the foregoing, the Owners, Members, and all their family members, guests, invitees and lessees and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

9.01. Utility and Governmental Services Easements

A nonexclusive easement(s) to provide for installation, service, repair and maintenance of the power, electric transmission, cable television, light, telephone, communication, security, gas, water, sewer, garbage, drainage and other utilities and governmental service including police and fire protection, and postal service including rights of ingress, egress and access for persons and equipment necessary for such purposes for the benefit of the Declarant and the Master Association and all appropriate utility companies, agencies, franchises or governmental agencies.

9.02. Right-of-Way

A nonexclusive perpetual easement(s) over and upon the platted roadways and the entranceway to provide ingress, egress and access to and from, through and between (i) the Committed Property, (ii) the Uncommitted Property, and (iii) other adjacent property so designated by Declarant, and (iv) publicly dedicated streets, in favor of the Declarant, the Master Association, the Sub-Associations, and all agents, employees, lessees, invitees or other designees of the Declarant or the Master Association or the Sub-Associations; Builders; Members, and the Owners, and their family members, guests, invitees and lessees and their family members, guests, and invitees; and all governmental and quasi-governmental agencies and service entities having jurisdiction over Olive Tree while engaged in their respective functions.

9.03. Right of the Master Association and the Declarant to Enter Upon the Committed Property

An easement(s) for ingress, egress and access in favor of Declarant, the Master Association, and all agents, employees, or other designees of the Declarant or the Master Association to enter upon each Unit or Pod, Master Association Common Areas, or the Phases for the purpose of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair, as herein set forth, of either such Owner, Builder, Sub-Association, or the Master Association, as applicable. Such easement shall include an easement in favor of the Master Association and the Declarant to enter upon the Master Association Common Areas, now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or hereafter redesignated or are otherwise determined to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the Master Association or the Declarant to maintain, repair, or construct any Pod or Unit or other improvement which an Owner or Builder is required to maintain, construct or repair.

9.04. Right to Use Master Association Common Areas

Declarant declares that the Master Association Common Areas are subject to a perpetual nonexclusive easement in favor of the Declarant and the Master Association and their designees, the Sub-Associations, Builders and the Owners and their family members, guests, invitees and lessees to use the Master Association Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and for such use of the facilities as for which the same are reasonably intended in accordance with, and subject to, the terms of this Declaration, a Supplement, or any other Master Association Documents.

9.05. Drainage

A nonexclusive easement shall exist in favor of the Declarant, the Master Association, and their employees, or other designees, the Sub-Associations, the Builders, and the Owners for the use of drainage areas established throughout Olive Tree and an easement for ingress, egress, and access to enter any portion of the Committed Property in order to construct, maintain or repair any drainage areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Article or the use rights set forth elsewhere in this Declaration. Notwithstanding anything contained in this Paragraph 9.05 to the contrary, the nonexclusive drainage easement established in this Paragraph 9.05 shall be deemed to additionally be granted to the South Florida Water Management District.

9.06. Maintenance Easement and Maintenance Access Easement.

(a) A nonexclusive easement shall exist in favor of the Declarant, the Master Association and their employees or other designees, to enter upon all lakes and lake banks located within Olive Tree (hereinafter referred to as "Maintenance Easement"). No structure, landscaping, or other material shall be placed or permitted to remain on the Maintenance Easement which may damage or interfere with the installation or maintenance of utilities or otherwise interfere with the Master Association's right to use the Maintenance Easement for its intended purpose of lake areas maintenance. Phase Declarations may contain further restrictions of the use by those Persons subject to such Phase Declarations of the Maintenance Easement contiguous to such Phase not inconsistent with the terms hereof.

(b) A nonexclusive easement is hereby reserved in favor of the Declarant, the Master Association, its employees and designees for ingress, egress, and access to any portion of the Committed Property in order to maintain any lake areas, including, without limitation, the Maintenance Easement. This easement shall include any maintenance access easement as shown on a Plat.

9.07. Easement for Encroachments

An easement(s) for encroachment in favor of the Declarant, the Master Association, the Sub-Associations, the Builders, the Owners, and all persons entitled to use that portion of the Committed Property in the event any portion of the improvements located on any portion of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction (unless due to willful and knowing conduct) or due to settlement or movement encroaches upon any other portion of the improvements located on any other portion of the Committed Property. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of the Declarant, the Master Association, the Sub-Associations, the Builders, the Owners and all their designees.

9.08. Additional Easements

Declarant, without the joinder of any other party whomsoever, until Declarant does not own any property in Olive Tree, and thereafter, the Master Association, shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable to grant easements over, under, across and upon Olive Tree or portions thereof in accordance with or to supplement the provisions of this Declaration subject to the limitations as to an easement under any then existing buildings or other permanent structures or facilities constructed within Olive Tree. Such easements may be for the use and benefit of persons or entities who are not Members of the Master Association, for portions of Olive Tree which are not Committed Property hereunder, and/or for real property which is not part of Olive Tree.

9.09. Assignments

The easements reserved hereunder unto the Declarant may be assigned by the Declarant in whole or in part to the Master Association, any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of the Declarant.

Article 10
PHASES

10.01. Failure of Sub-Association
to Maintain Phase

In furtherance of Declarant's overall plan for development of Olive Tree as a uniformly landscaped, designed, and maintained

community, in the event that any Sub-Association does not enforce any or all provisions of its Phase Declaration or perform any of its duties and responsibilities pursuant to its articles of incorporation, by-laws or rules and regulations, Declarant, until Declarant does not own any property in Olive Tree, (or, in Declarant's sole discretion, the Master Association) may enforce such Phase Declaration, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6 hereof. At such time as Declarant does not own any property in Olive Tree, the Master Association may enforce such Phase Declaration, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6 hereof. Declarant or the Master Association shall be entitled to reimbursement of attorneys' fees and court costs incurred during the enforcement by it of any such Phase Declaration and the enforcement of obtaining such payments.

10.02. Entry Rights

Each Sub-Association, Builder, and Owner shall permit Declarant, the Master Association, their designees, agents, or employees to enter upon the Owner's Unit or Pod, and upon any other portions of such Phase, as necessary and at reasonable times, to carry out the provisions of this Declaration and the same shall not constitute a trespass.

10.03. Rights of Master Association to Maintain Phases

(a) Upon mutual agreement of the Sub-Association and the Master Association, the Master Association shall have the right to (in accordance with, and in furtherance of, Declarant's overall plan for development of Olive Tree as a uniformly landscaped, designed, and maintained community) maintain, repair, and replace as necessary any portion of the Phases, excluding Units, in a neat, aesthetically pleasing, and proper manner ("Common Maintenance Responsibilities"), as hereinafter set forth in this Paragraph 10.03(a).

(i) A Sub-Association may, if and as provided for in its Phase Declaration, contract with the Master Association to engage in Common Maintenance Responsibilities.

(ii) The cost and expense of Common Maintenance Responsibilities for which the Master Association has contracted under this Paragraph 10.03(a) shall be charged against such Sub-Association in accordance with the agreement reached between the Master Association and such Sub-Association.

(iii) A Sub-Association and the Master Association may also, by mutual agreement, assign and delegate the Common Maintenance Responsibilities to a third party, as they deem appropriate.

(b) Notwithstanding anything contained herein, Declarant reserves the right, in its sole discretion, to cause portions of the Master Association Common Areas to become common areas of a particular Phase by the recordation of an instrument containing provisions to that effect in the Public Records of the County. Upon recordation of such an instrument, the real property described therein shall no longer be Master Association Common Areas but shall be common areas of a particular Phase in lieu thereof and the use and easement rights and the obligations pertaining thereto, including but not limited to, maintenance and administration obligations shall be those pertaining to such common areas of a particular Phase and not Master Association Common Areas. Further, the expense thereof shall no longer be an Operating Expense.

10.04. Certain Rights of Declarant
Regarding Phases

Until such time that Declarant's Class B Membership in the Master Association is terminated, Declarant reserves the right, and the power, without the consent of any other Person being required:

(a) To amend the specific provisions of this Declaration insofar as they apply to one or more Phases without amending those provisions with respect to all Phases.

(b) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Phase.

(c) To determine consistency of all Phase Declarations, and amendments thereto, with this Declaration and the plan of development of Olive Tree and to demand such amendments to said Phase Declarations as it deems necessary to make the same consistent with this Declaration. The Sub-Associations agree to take all actions necessary in order to amend said Phase Declarations as soon as practicable after receipt of notice of Declarant's request.

Article 11
TELECOMMUNICATION AND SURVEILLANCE SERVICES

11.01. Installation

Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right (though no obligation is hereby assumed) to construct or install over, across and upon any portion of the Committed Property for the use of the Owners and their permitted or authorized guests, invitees, tenants, family members and others located within or outside of Olive Tree, the System, the exact description, location and nature of which may have not yet been fixed nor determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual right, privilege, easement and right-of-way upon the Committed Property, for the installation, construction and maintenance of a System (the scope, extent, size and the location of which over, across, upon and through the Committed Property shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and non-exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (ii) transmitting (the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees).

11.02. System Services

Until Declarant does not own any property in Olive Tree, Declarant shall have the right, but not the obligation, to enter into contracts for the provision of the System as Declarant, or cause the Master Association to enter into contracts for the provision of the System, with such company or companies as Declarant determines (the "Contractual Designee").

A contract, if any, for the System may also provide as follows:

(a) Every Unit may be subject to a charge, payable per Unit on the first day of each month or quarter in advance, for basic cable television programming services and/or basic surveillance services.

(b) The Master Association shall have the right, but not the obligation, on behalf of the Contractual Designee providing the System services, to collect from each Unit, the amount of the basic fees due and payable for the System and shall forthwith remit the amount collected to said Contractual Designee providing the System services.

(c) Every Unit Owner hereby agrees that the Master Association and Sub-Associations and their respective successors and assigns shall have a lien upon such Unit for the respective charges.

(d) The Contractual Designee may impose such additional charges for optional System services as is consistent with the rates for such services as approved by any local governmental agency having jurisdiction over the franchising of such services. Such services shall not be mandatory and charges therefor shall be individually billed to the Unit Owner. As provided in paragraph (b) of this Article 11.02, the Master Association may also collect on behalf of the Contractual Designee, the sums due for such optional System services and shall remit the sums collected to said Contractual Designee.

(e) Enforcement shall be by an appropriate action at law or in equity against any parties or Persons violating or attempting to violate any covenants. The bringing of one action shall not constitute an election or exclude the bringing of another action. When a Contractual Designee enforces the provisions of this Article 11, it shall be entitled to payment of court costs and reasonable attorney's fees.

Article 12

GENERAL AND PROCEDURAL PROVISIONS

12.01. Declaration Runs With the Land: Term of Declaration

(a) The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Committed Property, for the period as hereinafter provided, and shall inure to the benefit of the Declarant until such time as Declarant records a certificate in the Public Records of the County to the effect that Declarant no longer intends to sell or construct any Pods or Units, and shall be binding upon all Sub-Associations and Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

(b) This Declaration shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless and until an instrument signed by Members who have voted approval thereof by at least two-thirds (2/3) of all the votes of the Master Association and at least two-thirds (2/3) of all Institutional Mortgagees owning mortgages upon the Committed Property, has been recorded, agreeing to terminate (if not prohibited by other provisions of this Declaration) this Declaration, provided, adequate easements, as herein created, are alternatively provided to carry out the intention of the easement provisions hereof.

12.02. Amendment of Declaration

(a) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially impair the plan of development of Olive Tree.

(b) In addition to the provisions in subparagraph (a) above and other provisions specifically set forth in this Declaration, the process of amending or modifying this Declaration shall be as follows:

(i) Until Declarant does not own any property in Olive Tree, all amendments or modifications shall be made only by Declarant without the requirement of the Master Association's consent or the consent of the Owners, any Builder, or the Sub-Associations; provided, however, that the Master Association shall forthwith, but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

(ii) After Declarant does not own any property in Olive Tree, this Declaration may be amended (a) by the consent of the Members entitled to cast at least two-thirds (2/3) of all the votes of the Master Association together with (b) the approval or ratification of a majority of the Board of Governors of the Master Association. The aforementioned consent of the Members may be evidenced by a writing signed by the authorized signatory thereof, or by their affirmative vote at any regular or special meeting of the Master Association called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an assistant secretary of the Master Association.

(iii) Notwithstanding the provisions of Paragraph (b)(ii) above, after Declarant does not own any property in Olive Tree, amendments for correction of scrivener's errors or other changes which do not materially affect Owners' rights hereunder may be made by the Board of Governors of the Master Association without the need of consent of any other Person, including the Owners or their Representatives.

(iv) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant under this Declaration or any other of Master Association Documents without specific written approval of the Declarant.

(v) Any amendment to this Declaration or to a Plat which would materially affect the Surface Water Management System shall require the prior written consent of the South Florida Water Management District.

(vi) Notwithstanding anything contained herein, Supplements and Phase Declarations are not amendments and need be executed only by Declarant or affected Builder.

12.03. Non-Liability of Declarant

Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than itself.

12.04. Severability

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then unless the Declarant, in its sole discretion, determines that the court's ruling that a portion or the entire Declaration is invalid affects the Declarant's ability to develop, market or sell all or a portion of Olive Tree, such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect. In the event the Declarant determines that such invalid portion or portions affects its ability to develop, market or sell Olive Tree, Declarant shall, without the joinder of any

other party whomsoever, have the right to terminate the force and effect of this Declaration from all Committed or Uncommitted portions of Olive Tree which it still owns.

12.05. Dissolution

In the event of dissolution of the Master Association, each Unit and Pod shall continue to be subject to the assessments specified in this Declaration and each Sub-Association and Owner shall continue to be personally obligated to Declarant or the successor or assigns of Master Association as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it. The provisions of this Article 12.05 shall only apply with regard to the maintenance, operation and preservation of property which has been Master Association Common Areas and continues to be so used for the common use and enjoyment of Owners. Further, in the event of dissolution of the Master Association, for whatever reason, any Member may petition the Circuit Court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Master Association and the Master Association Common Areas in place and instead of the Master Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and the Master Association Common Areas.

12.06. Gender

Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include both genders.

12.07. Notices

(a) Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the personal delivery, or shall be deemed properly given and delivered three (3) days after the mailing thereof by United States mail, postage prepaid:

(i) To Declarant. Notice to Declarant as may be required or desired herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of Secretary of State of Florida, or at any other location designated by Declarant. Upon request of a Member, the Master Association shall furnish to such Member the then current address for the Declarant as reflected by the Master Association records.

(ii) To Master Association. Notice to Master Association as may be required herein or in the By-Laws shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Master Association.

(iii) To Sub-Association. Notice to a Sub-Association, as may be required herein or in the By-Laws, shall be in writing and delivered or mailed to the Sub-Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Sub-Association.

(iv) To Owners and Builders. Notice to any Owner or Builder of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner or Builder at the address shown on the tax rolls of the County, or to the address of the Owner or Builder, as shown on the deed recorded in the Public Records of the County, or to the address of the Owner or Builder as filed with the Secretary of the Master Association, or if an Owner or Builder be a

corporation, to its principal place of business as shown by the records of the Secretary of State (of Florida or its state of incorporation).

(b) A notice of each annual Master Association meeting or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, shall be served in accordance with the Articles and/or By-Laws of the Master Association.

(c) Institutional Mortgage. Upon receipt by the Master Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Unit, together with written request therefor from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Master Association shall timely send to such Institutional Mortgagee the following (until the Master Association receives a written request from such Institutional Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

(i) A copy of any notice of a meeting of the Master Association or of the Board which is thereafter sent to the Owner of such Unit; and

(ii) A copy of any financial statement of the Master Association which is thereafter sent to the Owner of such Unit; and

(iii) Thirty (30) days' prior written notice of the cancellation or termination by the Master Association of any policies of insurance covering the Master Association Common Areas, or any improvements thereon, or any fidelity bonds of the Master Association as required pursuant to Paragraph 8.03 hereof, as well as copies of any notices of cancellation by others received by the Master Association with respect thereto; and

(iv) Written notice of any damage or destruction to the improvements located on the Master Association Common Areas which affects a material portion of same; and

(v) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Master Association Common Areas; and

(vi) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(vii) Written notice of any failure by an Owner owning a Unit encumbered by a first mortgage held by such Institutional Mortgagee to perform his obligations under the Master Association Documents, including, but not limited to, any delinquency in the payment of any Assessments, where such failure or delinquency has continued for a period of sixty (60) days.

(d) The failure of the Master Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

12.08. Availability of Records

The Master Association shall make available to Members and to holders, insurers, or guarantors of any first mortgage on any Unit or Pod, current copies of this Declaration, the Articles of Incorporation or By-Laws of the Master Association and the books, records and financial statements of the Master Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Richard Cragan & Hal Bradford who executed the foregoing instrument as Pub. & Asst. Sec. of OLIVE TREE CORPORATION, a Florida corporation, and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as ~~identification~~ and did take an oath.

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



Tracy Lee Longo
Notary Public
Print Name: Tracy Lee Longo
Commission Number: CC184258
My Commission Expires: 4/24/94

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Matthew A. Finkler who executed the foregoing instrument as President of OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as ~~identification~~ and did take an oath.

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

(NOTARIAL SEAL)

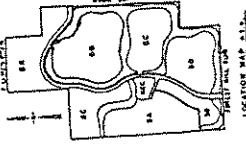


Tracy Lee Longo
Notary Public
Print Name: Tracy Lee Longo
Commission Number: CC184258
My Commission Expires: 4/24/94

OLIVE TREE - PARCEL 6B

A REPLAT OF PARCEL 6B OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182) LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA. SHEET 1 OF 7 JANUARY 1994

STATE OF FLORIDA
COUNTY OF PALM BEACH
The plat was made by
[Signature]
Professional Engineer
No. 12345
City of Greenacres
City Clerk



- REPLAT**
1. The replat is made in accordance with the provisions of the Florida Statutes, Chapter 183, and the rules and regulations of the State Board of Professional Engineers, Chapter 61, Part 14, Florida Statutes.
 2. The replat is made for the purpose of subdividing the land into parcels of approximately equal size and shape for the purpose of selling the same.
 3. The replat is made for the purpose of subdividing the land into parcels of approximately equal size and shape for the purpose of selling the same.
 4. The replat is made for the purpose of subdividing the land into parcels of approximately equal size and shape for the purpose of selling the same.
 5. The replat is made for the purpose of subdividing the land into parcels of approximately equal size and shape for the purpose of selling the same.

REPLAT

THIS INSTRUMENT WAS PREPARED UNDER THE RESPONSIBLE DIRECTION OF [Signature], THE OFFICE OF RECORDS & ASSOCIATES, INC., 100 N. W. 10th Street, Suite 6, West Palm Beach, FL 33411.

APPROVED:

[Signature]
City Clerk

[Signature]
Professional Engineer

REPLAT

PLAT AREA DATA

1st 1/2 Acre	14,000.00
2nd 1/2 Acre	14,000.00
Total	28,000.00

REPLAT

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

PETSCHIE & ASSOCIATES, INC.

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, [Signature], do hereby certify that the above described replat was prepared in accordance with the provisions of the Florida Statutes, Chapter 183, and the rules and regulations of the State Board of Professional Engineers, Chapter 61, Part 14, Florida Statutes.

Witness my hand and official seal, this 12th day of January, 1994.

[Signature]
City Clerk

WITNESSES

LETT, KEENE, HOTEL, WINTER, COLLETT & KONTLER, P.A.
100 N. W. 10th Street, Suite 6, West Palm Beach, FL 33411

[Signature]
City Clerk

REPLAT

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

REPLAT

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

PETSCHIE & ASSOCIATES, INC.

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

REPLAT

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

REPLAT

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OLIVE TREE - PARCEL 6B

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SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

REPLAT

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

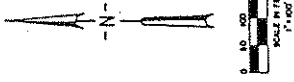
PETSCHIE & ASSOCIATES, INC.

SECTION 10, TOWNSHIP 44S, RANGE 42E, CITY OF GREENACRES, FLORIDA

OLIVE TREE - PARCEL 6B

2

PLAT OF PARCELS
COUNTY OF PALM BEACH
This plat was filed for
record in Public Record
Book No. 1882
Page No. 188
DATE OF RECORDING
1/10/94
BY
MELISSA F. BAUER
Civil Engineer



NOTE:
SEE INDIVIDUAL SHEETS FOR COMPLETE LOT
ANNOTATION AND EASEMENT LOCATIONS.

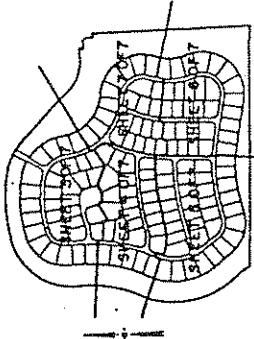
PETSCHKE & ASSOCIATES, INC.
201 Westwood Boulevard, Suite 100, West Palm Beach, Florida 33411
TEL: 561-833-1100 FAX: 561-833-1101
WWW.PETSCHKE.COM

OLIVE TREE - PARCEL 6B

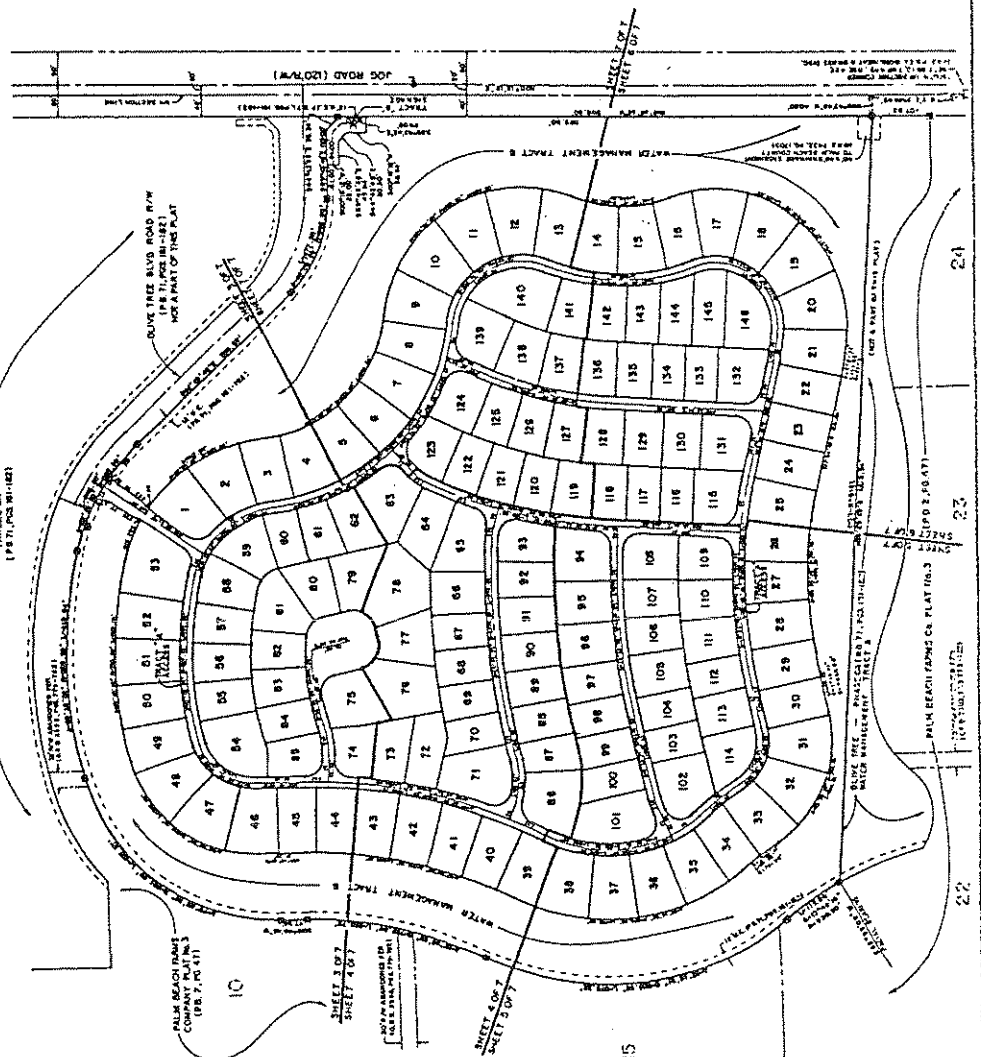
SECTION 10, TOWNSHIP 44S, RANGE 42E,
CITY OF GREENACRES, FLORIDA

DATE: 01/10/94
SCALE: 1" = 100' (AS SHOWN)
SHEET NO. 2 OF 7

OLIVE TREE - PARCEL 6B
A REPLAT OF PARCEL 6B OF
OLIVE TREE - PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
JANUARY 1994
SHEET 2 OF 7



SHEET LOCATION MAP
AS SCALE



LOT NO.	AREA	PERCENT	PERCENT
01	10.00	6.76	0.04
02	10.00	6.76	0.04
03	10.00	6.76	0.04
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137	10.00	6.76	0.04
138	10.00	6.76	0.04
139	10.00	6.76	0.04
140	10.00	6.76	0.04
141	10.00	6.76	0.04
142	10.00	6.76	0.04
143	10.00	6.76	0.04
144	10.00	6.76	0.04
145	10.00	6.76	0.04
146	10.00	6.76	0.04
147	10.00	6.76	0.04
148	10.00	6.76	0.04

- LEGEND**
- D.L. DRAINAGE EASEMENT
 - E.L. EASEMENT
 - O.L.A. OFFICIAL LOCATED ROAD
 - P.C. POINT OF CURVATURE
 - P.T.C. POINT OF TANGENCY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - P.L.A. POINT OF LAST ADJUSTMENT
 - P.W. POINT OF WIDENING
 - R.W. RIGHT-OF-WAY
 - R.C. RIGHT-OF-CUT
 - R.E. RIGHT-OF-EASEMENT
 - R.L. RIGHT-OF-LEASING
 - R.T. RIGHT-TO-TAKE
 - R.U. RIGHT-TO-USE
 - R.V. RIGHT-TO-VISUAL PRIVACY
 - R.W. RIGHT-TO-WAY
 - R.Z. RIGHT-TO-ZONING
 - R.T. RIGHT-TO-TAKE
 - R.U. RIGHT-TO-USE
 - R.V. RIGHT-TO-VISUAL PRIVACY
 - R.W. RIGHT-TO-WAY
 - R.Z. RIGHT-TO-ZONING

3

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 This plan was filed for
 recording on _____
 at _____ o'clock
 of the _____ day of _____
 19____.

JEFFREY T. BAUER
 Civil Engineer

- LEGEND**
- D.E. DRAINAGE EASEMENT
 - D.L. DRAINAGE LOT
 - D.M. DRAINAGE MAIN
 - O.E.A. OFFICIAL RECORD AREA
 - P.L. PLAT
 - P.O. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.M. POINT OF MOUNDING
 - P.O.S. POINT OF SURRENDER
 - P.R.N. PERMANENT RIGHT-OF-WAY
 - R.O.W. RIGHT-OF-WAY
 - S.E.C. SECTION
 - T.O.P. TOP
 - T.O.P. TOP
 - T.O.P. TOP
 - P.L.A. PROFESSIONAL LAND SURVEYOR
 - L.I. LICENSED INSTRUMENT
 - M.N. MONUMENT

PETSCHKE & ASSOCIATES, INC.
 10000 W. PALM BEACH BLVD., SUITE 200
 PALM BEACH, FLORIDA 33411
 PHONE: (561) 850-1100
 FAX: (561) 850-1101

SECTION 10, TOWNSHIP 11S, RANGE 42E,
 CITY OF GREENACRES, FLORIDA

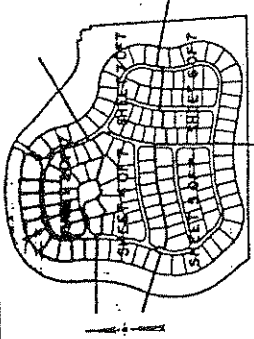
DATE: 1/19/94
 DRAWN BY: JTB
 CHECKED BY: JTB

OLIVE TREE - PARCEL 6B

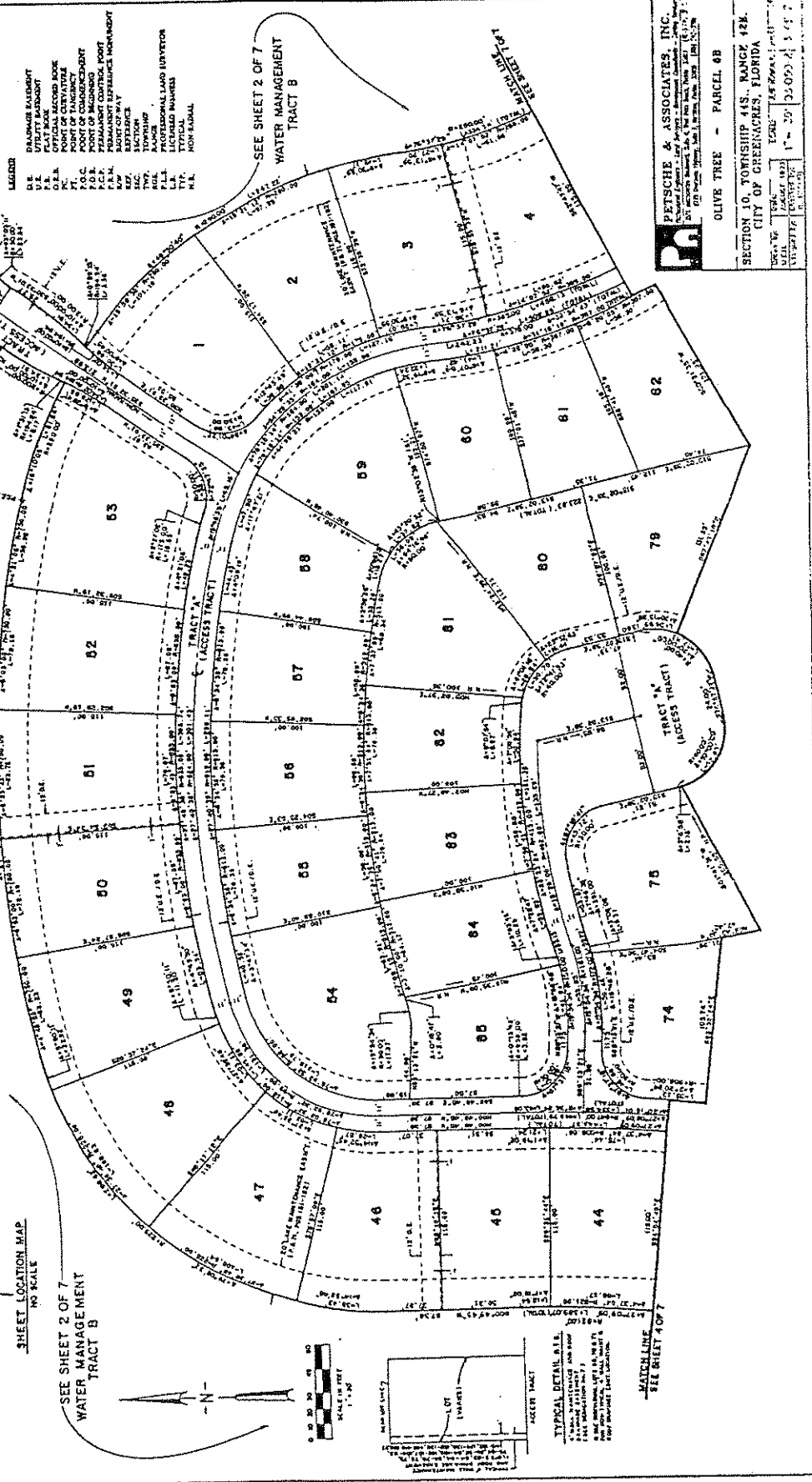
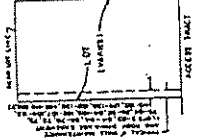
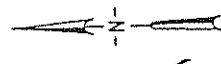
OLIVE TREE - PARCEL 6B

A REPEAT OF PARCEL 6B OF
 OLIVE TREE - PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
 LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
 CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
 JANUARY 1994

SHEET 3 OF 7

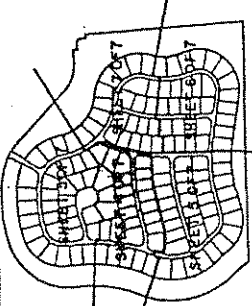


SEE SHEET 2 OF 7
 WATER MANAGEMENT
 TRACT B



4

STATE OF FLORIDA
COUNTY OF PALM BEACH
This site was checked by
me on _____ at _____
and fully recorded in P.B.C.
Book No. _____ Page No. _____
By: _____
REGISTERED PLANNER
CITY OF PALM BEACH

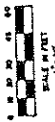


SHEET LOCATION MAP
TO SCALE

OLIVE TREE - PARCEL 6B

A REPLAT OF PARCEL 6B OF
OLIVE TREE - PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
JANUARY 1994

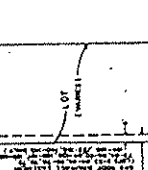
SEE SHEET 3 OF 7
MATCH LINE



WATER MANAGEMENT
TRACT B
SEE SHEET 2 OF 7

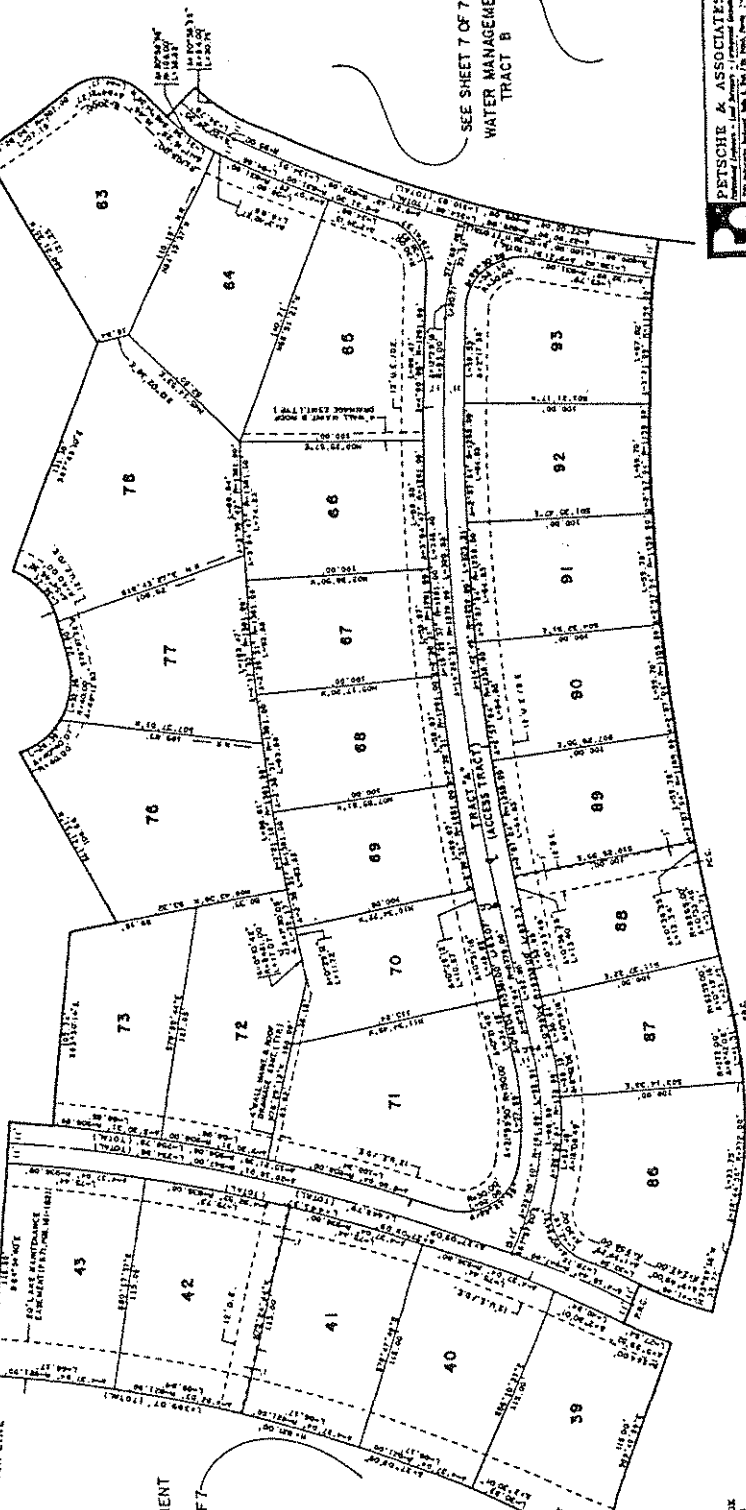
WATER MANAGEMENT
TRACT B
SEE SHEET 2 OF 7

ACCESS TRACT



TYPICAL DETAIL
of curb and gutter section
as shown on this plan and notes
shall govern over any other
plan or specification. The
contractor shall be responsible
for providing each dimension.

MATCH LINE
SEE SHEET 3 OF 7



SEE SHEET 7 OF 7
WATER MANAGEMENT
TRACT B

- LEGEND
- B.E. BOUNDARY SURVEY
 - C.D. COUNTY DEPARTMENT
 - P.L. PLAT BOOK
 - G.L. GROUND LINE
 - P.C. POINT OF COMMENCEMENT
 - P.T. POINT OF TANGENCY
 - P.A. POINT OF ANGLE
 - P.C.T. POINT OF CURVATURE
 - P.M. PERMANENT CONTROL POINT
 - P.N. PROPOSED NEW
 - P.F. PROPOSED FUTURE
 - P.R. PROPOSED REVISION
 - P.S. PROPOSED SURVEY
 - P.T. PROPOSED TRACT

PETSCHKE & ASSOCIATES, INC.
 1000 S. PALM BEACH BLVD., SUITE 200
 PALM BEACH, FLORIDA 33480
 PHONE: (561) 835-1100
 FAX: (561) 835-1101

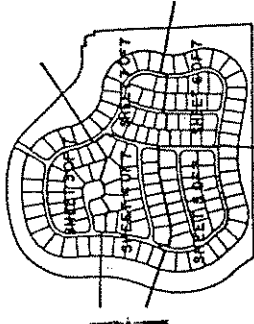
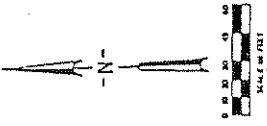
OLIVE TREE - PARCEL 6B

SECTION 10, TOWNSHIP 44S, RANGE 42E,
CITY OF GREENACRES, FLORIDA

DATE: 1/19/94
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 SCALE: AS SHOWN

5

STATE OF FLORIDA
COUNTY OF PALM BEACH
This map was filed for
record in Public Record
Book 188, Page 188, on
February 18, 1994.
LUTHER F. HALLER
Civil Engineer



SHEET LOCATION MAP
NO SCALE

- LEGEND
- D.E. DRAINAGE EASEMENT
 - D.E. UTILITY EASEMENT
 - P.S. PLAT BOOK
 - K.C. N. COUNTY CORNER
 - P.O.T. POINT OF TRIANGULATION
 - P.S. POINT OF SURVEY
 - P.S. POINT OF BEGINNING
 - P.C.P. PERMANENT CENTRAL POINT
 - L.V. LOT VARIATION
 - R.E. RIGHT-OF-WAY
 - R.E. REFERENCE
 - R.O. R.O. CENTERLINE
 - R.O. R.O. CENTERLINE SURVEY
 - L.L. LICENSED LAND SURVEYOR
 - L.L. LICENSED SURVEYOR
 - T.V. TYPICAL
 - T.V. TYPICAL
 - P.A. PAVEMENT

PETSCH & ASSOCIATES, INC.
 1000 N. W. 10th Ave., Suite 200, Ft. Lauderdale, FL 33304
 (954) 562-1111

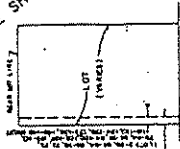
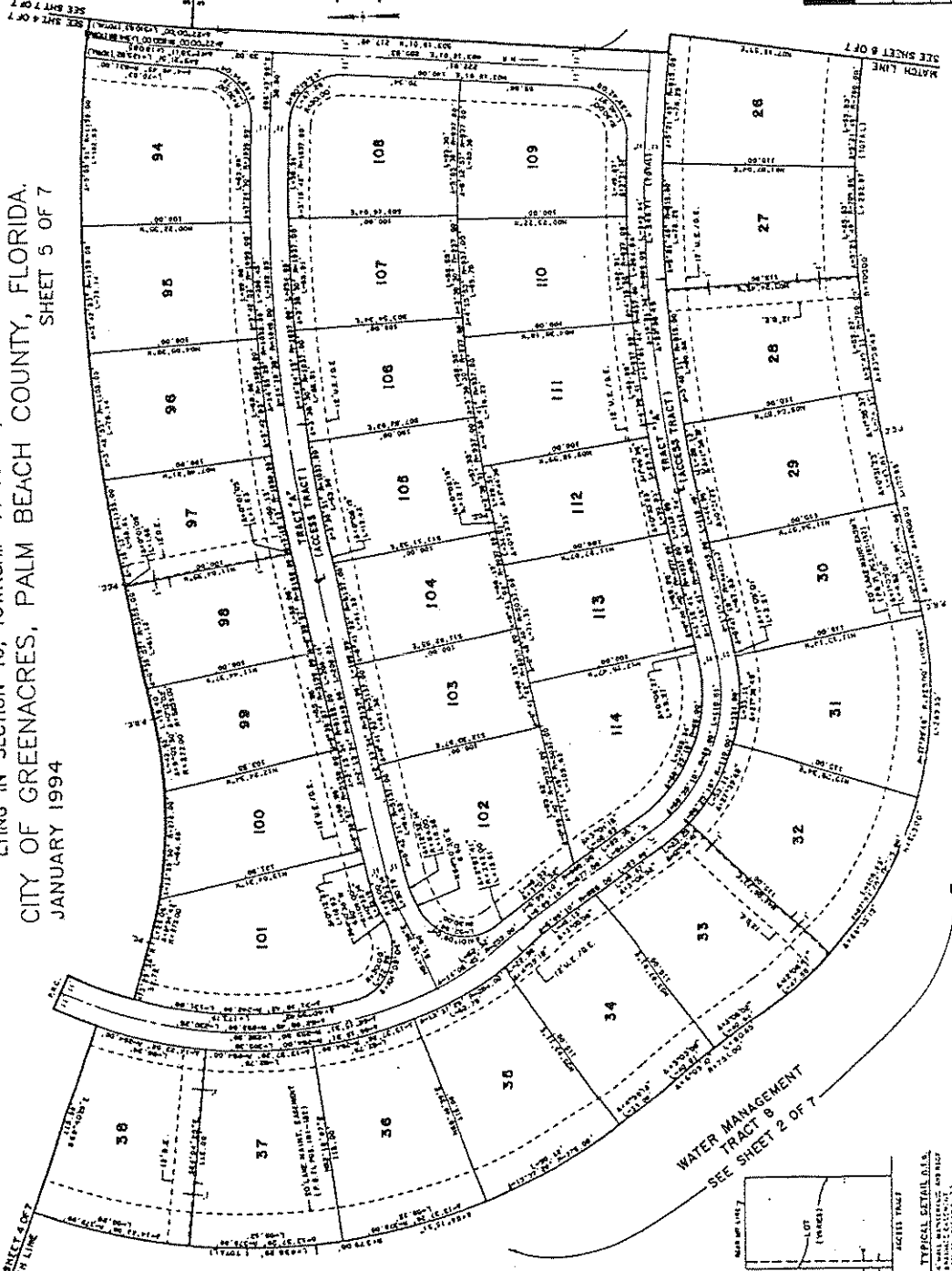
OLIVE TREE - PARCEL 6B

SECTION 10, TOWNSHIP 45N., RANGE 42E.,
 CITY OF GREENACRES, FLORIDA

DATE: 1/19/94
 DRAWN BY: J. HALLER
 CHECKED BY: L. HALLER

OLIVE TREE - PARCEL 6B

A REPEAT OF PARCEL 6B OF
 PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
 LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
 CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
 JANUARY 1994



TYPICAL DETAIL D.I.S.
 SHOWS EASEMENT AND TRACT
 (SEE SHEET 2 OF 7)

SEE SHEET 4 OF 7

SEE SHEET 7 OF 7
SEE SHEET 8 OF 7

SEE SHEET 6 OF 7

SEE SHEET 4 OF 7
MATCH LINE

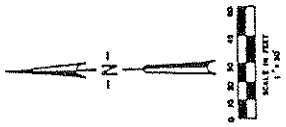
WATER MANAGEMENT
TRACT 8
SEE SHEET 2 OF 7

6

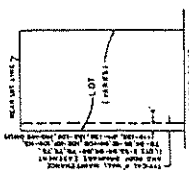
STATE OF FLORIDA
 COUNTY OF PALM BEACH

This plan was filed for
 recording on _____
 day of _____ 1994
 at _____ o'clock
 PM, at the office of the
 Public Trustee, Palm Beach,
 Florida.

IN WITNESS WHEREOF,
 I, _____
 Clerk of the Court.



SEE SHEET 2 OF 7
 WATER MANAGEMENT
 TRACT B



PETSCHKE & ASSOCIATES, INC.
 1000 UNIVERSITY AVENUE, SUITE 100
 PALM BEACH, FLORIDA 33480
 PHONE: (561) 855-1111
 FAX: (561) 855-1112

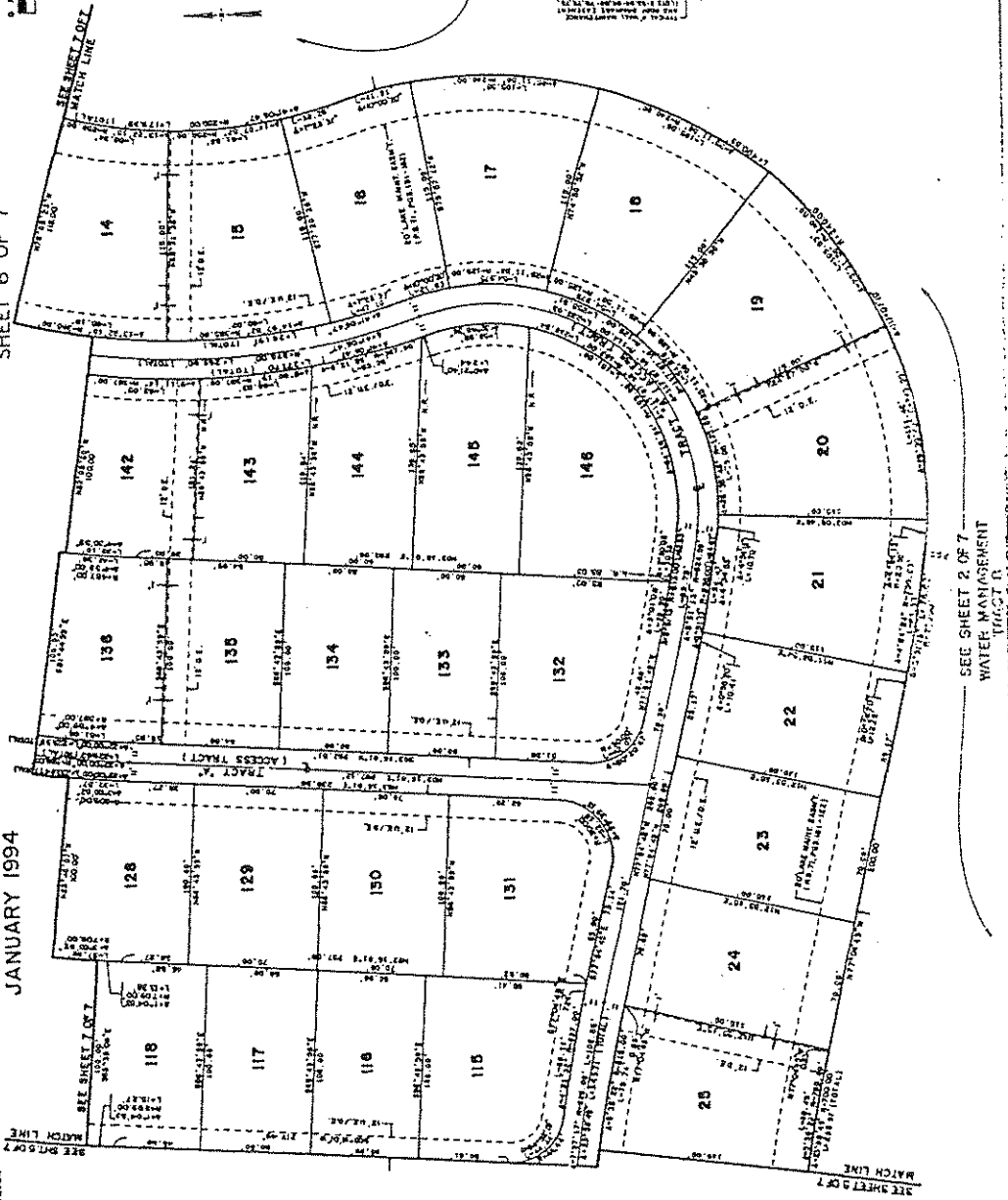
OLIVE TREE - PARCEL 6B

SECTION 10, TOWNSHIP 44S, RANGE 42E,
 CITY OF GREENACRES, FLORIDA

DATE: 1/19/94
 DRAWN BY: J. L. MANNING
 CHECKED BY: J. L. MANNING
 SCALE: AS SHOWN
 SHEET NO.: 6 OF 7

OLIVE TREE - PARCEL 6B

A REPLAT OF PARCEL 6B OF
 OLIVE TREE - PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
 LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
 CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
 JANUARY 1994
 SHEET 6 OF 7

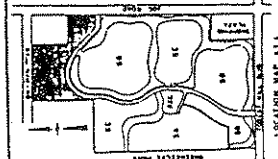


SEE SHEET 2 OF 7
 WATER MANAGEMENT
 TRACT B

- 1/1/94
- PLANNING ENGINEER
 - UTILITY CONTRACT
 - CONTRACTOR
 - NOTARY PUBLIC
 - POINT OF COMMENCEMENT
 - POINT OF BEGINNING
 - PERMANENT EVIDENCE MONUMENT
 - MARKET-OF-WAY
 - RESERVATION
 - TOPOGRAPHY
 - BOUNDARY SURVEY
 - LEASED EASEMENT
 - TYPICAL
 - ETC.

17

OLIVE TREE - PARCEL 6A
 A REPLAT OF PARCEL 6A OF
 THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
 LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
 CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
 SHEET 1 OF 5
 JANUARY 1994



LOCATOR MAP, PLAT 17
 WITHIN WEST PALM BEACH, FL.

REPLAT OF PARCEL 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182) LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 I, *[Signature]*, County Clerk, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Palm Beach, Florida.

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 I, *[Signature]*, County Clerk, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Palm Beach, Florida.

ACCOMPLISHMENTS
 STATE OF FLORIDA
 COUNTY OF PALM BEACH
 BEFORE ME, *[Signature]*, County Clerk, on this 11th day of January, 1994, I have seen the foregoing plat and the same has been duly recorded in the Public Records of the County of Palm Beach, Florida, in accordance with the provisions of the Florida Statutes.

HILL CREDITORS
 STATE OF FLORIDA
 COUNTY OF PALM BEACH
 I, *[Signature]*, County Clerk, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Palm Beach, Florida.

MUNICIPAL ENGINEERS
 STATE OF FLORIDA
 COUNTY OF PALM BEACH
 I, *[Signature]*, County Clerk, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Palm Beach, Florida.

PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA
 COUNTY OF PALM BEACH
 I, *[Signature]*, County Clerk, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Palm Beach, Florida.

NOTICE TO THE PUBLIC
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

NOTICE TO THE PUBLIC
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

NOTICE TO THE PUBLIC
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

NOTICE TO THE PUBLIC
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

ADDITIONALS
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

ADDITIONALS
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

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 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

ADDITIONALS
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

ADDITIONALS
 The plat is hereby approved for record by the City of Greenacres, Palm Beach County, Florida, on this 11th day of January, 1994.

PETSCHKE & ASSOCIATES, INC.
 Surveyors, Engineers, Planners and Architects
 100 N.W. 73rd Ave., Suite 100, Boca Raton, FL 33433
 Phone: (561) 369-1100
 Fax: (561) 369-1101

OLIVE TREE - PARCEL 6A
 SECTION 10, TOWNSHIP 44S, RANGE 42E,
 CITY OF GREENACRES, FLORIDA

Scale: 1" = 20' (Horizontal)
 1" = 40' (Vertical)

North Arrow

Parcel 6A: 0.1000 Acres
 Parcel 6B: 0.1000 Acres
 Parcel 6C: 0.1000 Acres
 Parcel 6D: 0.1000 Acres
 Parcel 6E: 0.1000 Acres
 Parcel 6F: 0.1000 Acres
 Parcel 6G: 0.1000 Acres
 Parcel 6H: 0.1000 Acres
 Parcel 6I: 0.1000 Acres
 Parcel 6J: 0.1000 Acres
 Parcel 6K: 0.1000 Acres
 Parcel 6L: 0.1000 Acres
 Parcel 6M: 0.1000 Acres
 Parcel 6N: 0.1000 Acres
 Parcel 6O: 0.1000 Acres
 Parcel 6P: 0.1000 Acres
 Parcel 6Q: 0.1000 Acres
 Parcel 6R: 0.1000 Acres
 Parcel 6S: 0.1000 Acres
 Parcel 6T: 0.1000 Acres
 Parcel 6U: 0.1000 Acres
 Parcel 6V: 0.1000 Acres
 Parcel 6W: 0.1000 Acres
 Parcel 6X: 0.1000 Acres
 Parcel 6Y: 0.1000 Acres
 Parcel 6Z: 0.1000 Acres

SEAL
 CITY OF GREENACRES

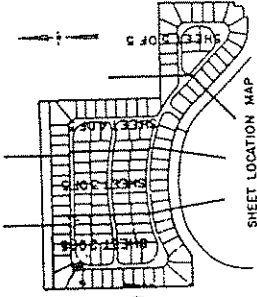
SEAL
 PROFESSIONAL LAND SURVEYOR

SEAL
 NOTARY PUBLIC

SEAL
 OLIVE TREE CORPORATION

1.8

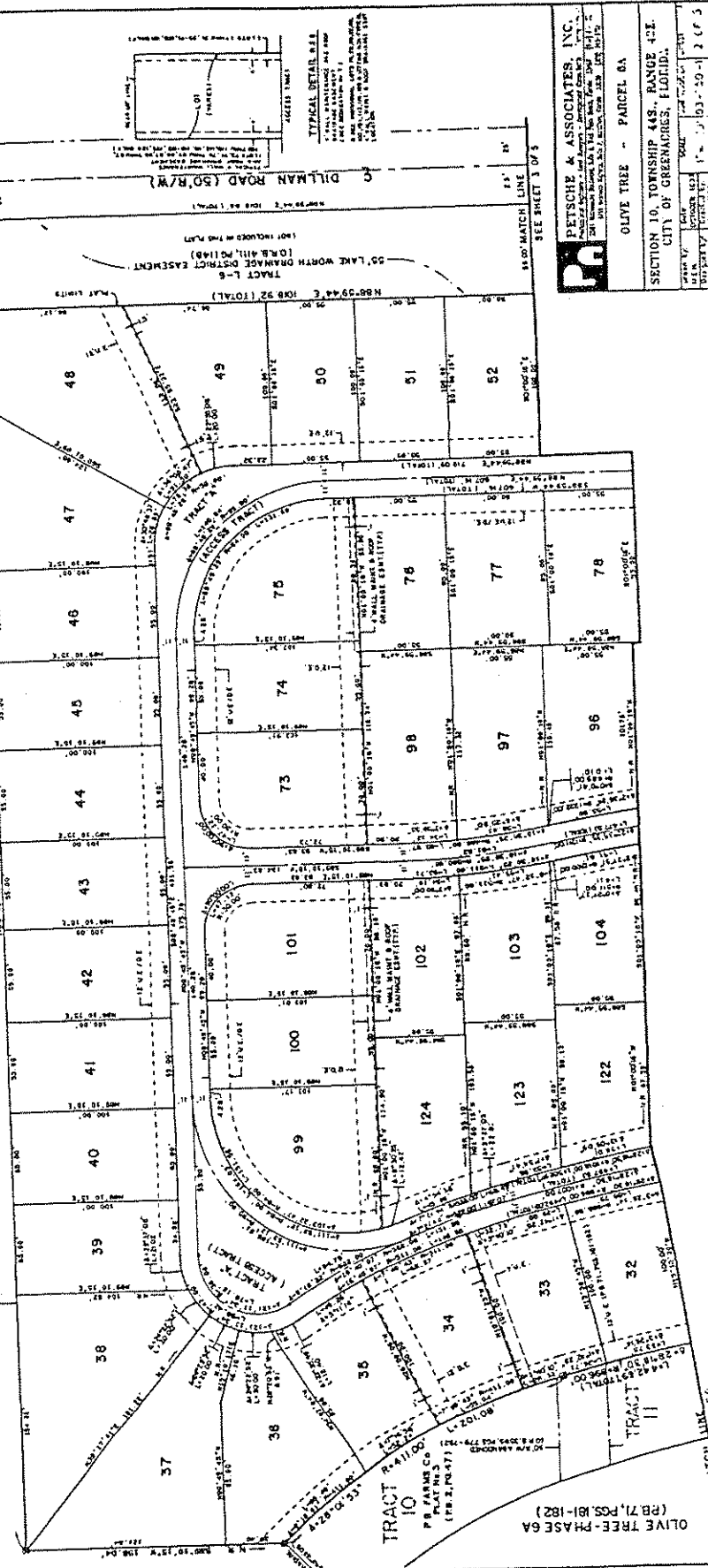
STATE OF FLORIDA
COUNTY OF PALM BEACH
The following is a true and correct copy of the original plat as filed for record in the Public Records Office of the County of Palm Beach, Florida, on this 15th day of January, 1994.
HILTON T. BAUER
Civil Engineer



OLIVE TREE - PARCEL 6A
A REPLAT OF PARCEL 6A OF
OLIVE TREE - PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
JANUARY 1994
SHEET 2 OF 5

PALM BEACH FARMS COMPANY PLAT No. 3
(P.B. 2, PG. 47)
TRACT 3

TRACT 10



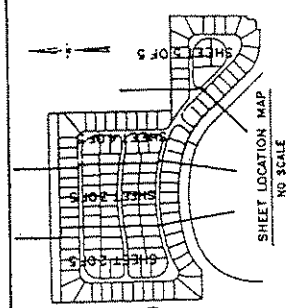
PETSCH & ASSOCIATES, INC.
Professional Engineer
201 N. Dixie Highway, Suite 100, West Palm Beach, Florida 33411
Tel: (561) 835-1111
Fax: (561) 835-1112
OLIVE TREE - PARCEL 6A
SECTION 10, TOWNSHIP 44 S., RANGE 42 E.
CITY OF GREENACRES, FLORIDA.
DATE: OCTOBER 1993
SCALE: AS SHOWN
SHEET NO. 2 OF 5

- 1. PLAT
- 2. DEED
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OLIVE TREE - PHASE 6A
(P.B. 71, PGS. 181-182)

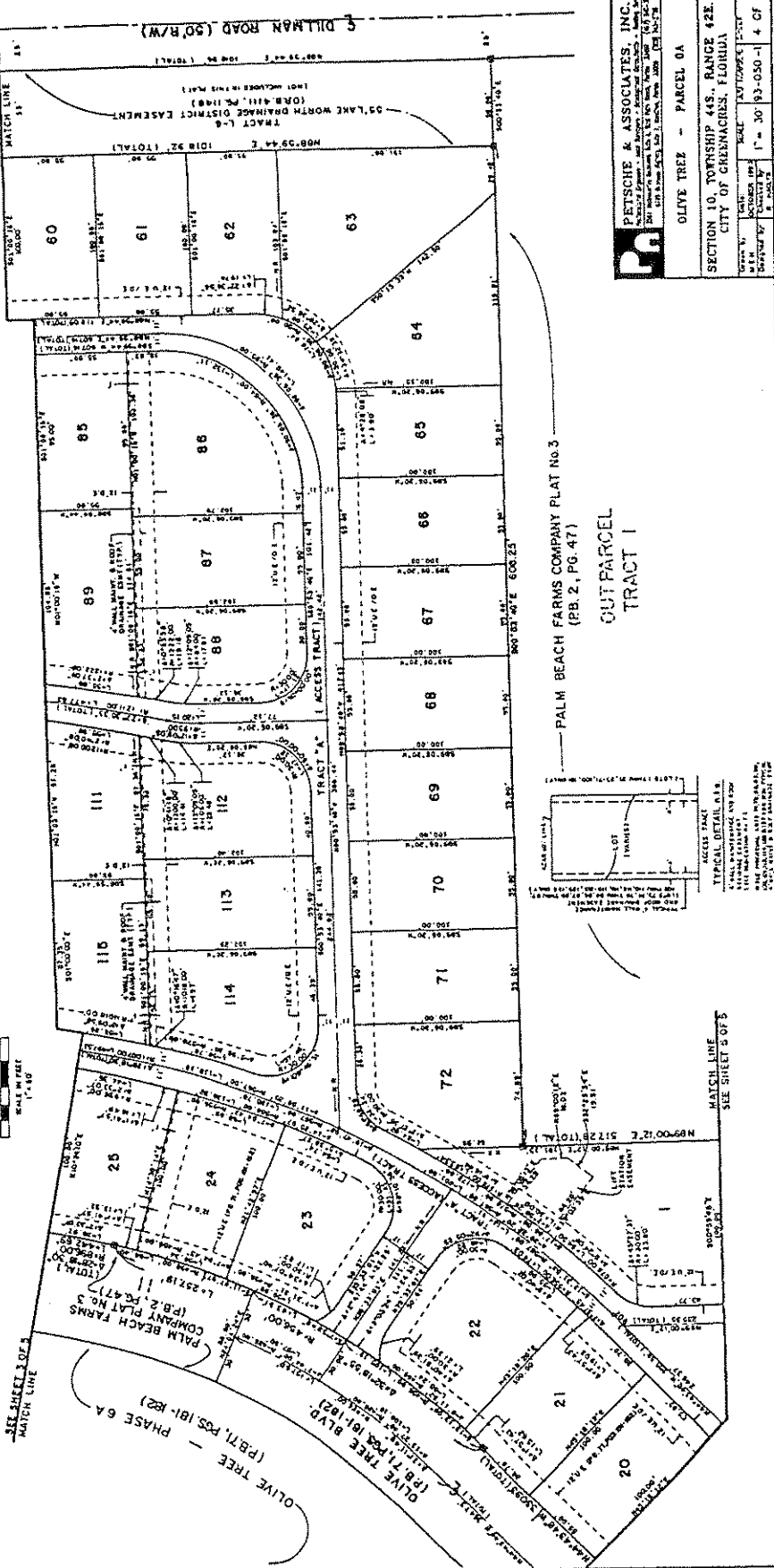
MATCH LINE SEE SHEET 3 OF 5

STATE OF FLORIDA
COUNTY OF PALM BEACH
 This plat was prepared by
PALM BEACH FARMERS COMPANY
 and approved by the
 City of Greenacres, Palm Beach County, Florida
 on **11/13/94**
 Page **4** of **5**
MULTIPLE SIGNATURE
Notarial Seal



OLIVE TREE - PARCEL 6A
 A REPLAT OF PARCEL 6A OF
 OLIVE TREE - PHASE 6A OF THE RIVER BRIDGE P.U.D., (P.B. 71, PGS. 181 - 182)
 LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST
 CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.
 JANUARY, 1994
 SHEET 4 OF 5

- LEGEND**
- D.E. DRAINAGE EASEMENT
 - U.E. UTILITIES EASEMENT
 - O.F.C. OFFICIAL RECORD BOUNDARY
 - O.R.B. OFFICIAL RECORD BOUNDARY
 - P.C. POINT OF COMMENCEMENT
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.E. POINT OF EASEMENT
 - P.O.P. POINT OF PLEASURE
 - P.P.S. PERMANENT REFERENCE SURVEILLANT
 - S.E. SECTION
 - T.M.P. TOWNSHIP
 - T.S.P. TOWNSHIP
 - P.L.L. PROFESSIONAL LAND SURVEYOR
 - L.S. LICENSED SURVEILLANT
 - M.E. MONUMENT



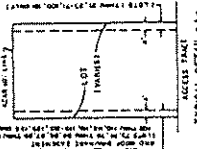
PETSCHKE & ASSOCIATES, INC.
 2400 W. PALM BEACH BLVD., SUITE 200, PALM BEACH, FLORIDA 33409
 (561) 832-1111

OLIVE TREE - PARCEL 6A

SECTION 10, TOWNSHIP 44S., RANGE 42E.
 CITY OF GREENACRES, FLORIDA

DATE: 11/13/94
 BY: [Signature]
 TITLE: [Title]
 COUNTY: PALM BEACH
 BOOK: 30
 PAGE: 181-182

PALM BEACH FARMS COMPANY PLAT NO. 3
 (P.B. 2, PG. 47)
 OUTPARCEL
 TRACT 1



MATCH LINE
 SEE SHEET 3 OF 5

SEE SHEET 3 OF 5
 MATCH LINE

SEE SHEET 3 OF 5
 MATCH LINE

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

JAN-06-1994 8:57am 94-005170
ORB 8065 Pg 1396

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

The undersigned, being the holders of in excess of fifty one percent (51%) of the votes of the Members of River Bridge Property Owners' Association, Inc., a Florida not-for-profit corporation, do hereby consent in writing to the adoption of the following action, taking said action in lieu of a meeting, as permitted by Section 607.0701(4) of the Florida Statutes.

RESOLVED AS FOLLOWS:

That, pursuant to the provisions of Section 1 of Article XVII of the Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 4186, Page 1717, Public Records of Palm Beach County, Florida, said Declaration may be amended upon initiation thereof by Developer and approval thereof by at least fifty one percent (51%) of the votes of the Members, and it is hereby declared that said Declaration is amended as set forth in the Seventh Amendment to the Declaration of Protective Covenants and Restrictions for River Bridge as attached hereto and marked Exhibit "A".

Dated: 16 day of December, 1993.

Attest: Hal Bradford
Assistant Secretary

RIVER BRIDGE CORPORATION
By: Richard Brown
Print name: Richard Brown
Its VICE President

Attest: Hal Bradford
Assistant Secretary

OLIVE TREE CORPORATION
By: Richard Brown
Print name: Richard Brown
Its VICE President

STATE OF Florida
COUNTY OF Palm Beach } ss:

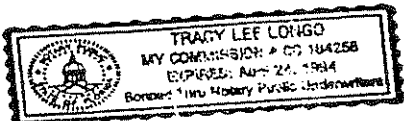
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Richard Brown and Hal Bradford known to me to be the VICE President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, the corporation in whose name 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, 1997.

Tracy Lee Longo
NOTARY PUBLIC

Tracy Lee Longo
Printed Notary Signature

My Commission Expires:



(SEAL)

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 Richard Costas 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, 1997.

Tracy Lee Longo
NOTARY PUBLIC

Tracy Lee Longo
Printed Notary Signature

My Commission Expires:

(SEAL)



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, 1993, 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 Ps 1400

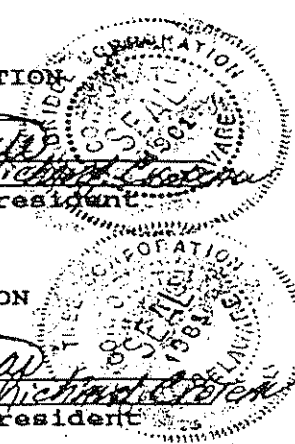
DEVELOPER:

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)

