

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

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

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

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

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

## ARTICLE XII

### CORPORATE SEAL

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

## ARTICLE XIII

### AMENDMENTS

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

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

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

ARTICLE XIV

MISCELLANEOUS

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

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

OLIVE TREE PROPERTY OWNERS  
ASSOCIATION, INC.

Stephen L. Schur  
Stephen L. Schur, Secretary  
SHORE

ASSIGNMENT

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

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

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

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

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

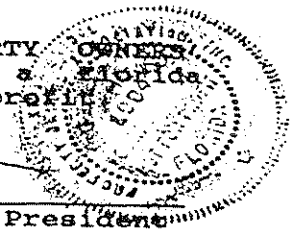
NOW, THEREFORE, for and in consideration of the premises hereof and the terms and provisions of the Fifth, Sixth and Seventh Amendments to the Declaration of River Bridge, and Ten Dollars (\$10.00) and other good and valuable consideration, paid by each party unto the other, the receipt and sufficiency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

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

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

EXHIBIT 2

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



Attest: Amber A Franke  
Assistant Secretary

By: [Signature]  
President

(SEAL)

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

Attest: [Signature]  
Assistant Secretary

By: Amber A Franke  
President

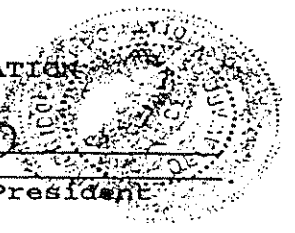
(SEAL)

APPROVED:

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

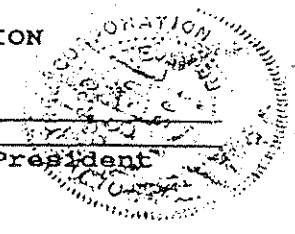
Attest: [Signature]  
Assistant Secretary

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



Attest: [Signature]  
Assistant Secretary

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



STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

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

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of 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 Maurice Franklin and Stephen Shore known to me to be the        President and Assistant Secretary, respectively, of OLIVE TREE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of 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 Watson and Phil Bradford known to me to be the        President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, a Florida corporation not for profit, the corporation in whose name the foregoing instrument was executed, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that they are personally known to me or that I relied upon the following form of identification of the above-named persons: personally known

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

Tracy Lee Longo  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

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



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

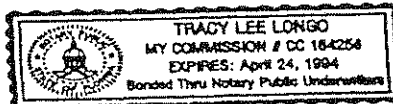
WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1993.

Tracy Lee Longo  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)



ASSIGNMENT

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

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

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

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

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

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

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

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

EXHIBIT 3



Attest: [Signature]  
Assistant Secretary

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

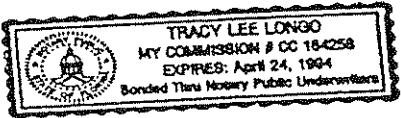
Attest: [Signature]  
Assistant Secretary

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

STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

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

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



[Signature]  
NOTARY PUBLIC

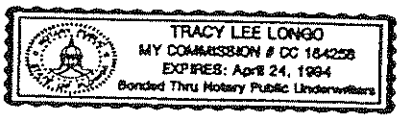
Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

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

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

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



[Signature]  
NOTARY PUBLIC

Tracy Lee Longo  
Printed Notary Signature

My Commission Expires:

(SEAL)



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

JAN-06-1994 8:57am 94-005171  
ORB 8065 Pg 1474  
1

ASSIGNMENT OF DEDICATED RIGHTS

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

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

Signed, sealed and delivered  
in the presence of:

WITNESSES:

RIVER BRIDGE PROPERTY OWNERS  
ASSOCIATION, INC.



[Signature]  
PRINT NAME: Fred Lee Camp  
[Signature]  
PRINT NAME: GARY L. KORNFELD

By: [Signature]  
AL. PROTEAU, Its President  
Attest: [Signature]  
STEPHEN A. FRANKLIN, Its Secretary

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

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

Signed, sealed and delivered  
in the presence of:

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

WITNESSES:  
[Signature]  
PRINT NAME: GARY L. KORNFELD  
[Signature]  
PRINT NAME: Fred Lee Camp

By: [Signature]  
STEPHEN A. FRANKLIN, Its President  
Attest: [Signature]  
STEPHEN A. FRANKLIN, Its Secretary

STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

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

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

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

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

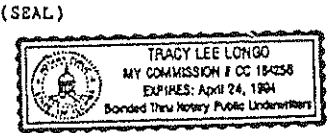


STATE OF Florida )  
COUNTY OF Palm Beach ) ss:

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

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

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



Wk #28

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

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

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

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

W I T N E S S E T H:

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

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

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

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

ORB 9091 Pg 1337

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

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

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

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

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

Attest: [Signature]  
Myrna Jean White  
Secretary

By: [Signature]  
Ivan H. Chosnek, President

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

Attest: [Signature]  
James K. Lee  
Vice President

By: [Signature]  
Ivan H. Chosnek, President

(SEAL)

APPROVED:

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

Attest: [Signature]  
Assistant Secretary

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

ORB 9091 Pg. 1338

Attest: [Signature]  
Assistant Secretary

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

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

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

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

Constance B. Robinson  
NOTARY PUBLIC OFFICIAL NOTARY SEAL  
CONSTANCE B ROBINSON  
COMMISSION NUMBER  
Printed: 1996  
STATE OF FLORIDA  
My Commission Expires: JUNE 26, 1999

(SEAL)

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

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

ORB 9091 Pg 1339

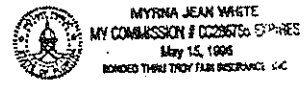
WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1996.

*Myrna Jean White*  
NOTARY PUBLIC

Printed Notary Signature

My Commission Expires:

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



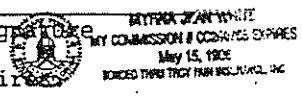
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ivan M. Chosnek and Hal R. Bradford known to me to be the Vice President and Assistant Secretary, respectively, of RIVER BRIDGE CORPORATION, a Florida corporation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

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

*Myrna Jean White*  
NOTARY PUBLIC

Printed Notary Signature

My Commission Expires:



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

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

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

WITNESS my hand and official seal in the County and State  
last aforesaid this 14<sup>th</sup> day of January, 1996.

  
NOTARY PUBLIC

Printed Notary Signature

My Commission Expires:

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



MYRNA JEAN WHITE  
MY COMMISSION # CC286755 EXPIRES  
May 15, 1996  
BONDED THROUGH TRISTAR INSURANCE, LLC

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

JAN-29-1998 4:33PM 98-030588  
ORB 9100 Pg 1923  
RECORDED

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

This Supplement is made the 16<sup>th</sup> day of January, 1998, by Olive Tree Corporation, a Florida corporation, ("Declarant") which was Declarant of the "Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree" recorded in Official Records Book 8065, Page 1403, public records of Palm Beach County, Florida ("Declaration").

W I T N E S S E T H:

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

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

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



ORB 9100 Pg 1924

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

Witnesses:

OLIVE TREE CORPORATION

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

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

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

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

*Myrna Jean White*  
January 14, 1996  
NOTARY PUBLIC

Commission No.:

Print/Type Name: *Myrna Jean White*  
MYRNA JEAN WHITE  
MY COMMISSION # CC286755 EXPIRES  
May 15, 1998  
BONDED THRU TROY FARM INSURANCE, INC.

(SEAL)  
My Commission Expires:

WILL CALL #28 ✓

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

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

ASSIGNMENT OF DECLARANT STATUS AND RIGHTS  
FOR  
OLIVE TREE

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

WITNESSETH

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

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

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

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

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

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency

101,  
by

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

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

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

ASSIGNOR:

OLIVE TREE CORPORATION,  
a Delaware corporation

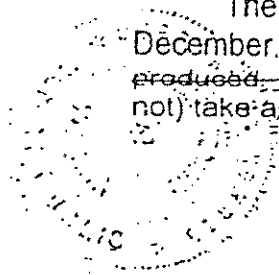
By: Paul E. Sklansky  
Paul E. Sklansky  
Vice President

Michelle D. Oden  
Michelle D. Oden  
Please print name

Janet M. Bishop  
Janet M. Bishop  
Please print name

STATE OF VIRGINIA            )  
  )  
COUNTY OF FAIRFAX        )    SS:

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



James M. Harris  
Notary Public

Comm exp: 4/30/99

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

"COMMITTED PROPERTY"

ORB

9100 Pg 1925

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

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

PREPARED BY AND RETURN TO  
WILL CALL #28 ✓  
JEFFREY D. KNEEN, REC  
Levy Inecon. Mar. Adv. Curtin. Wiener,  
Conrad 4 del kuaso, P.A.  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, Fl. 33411

FEB-06-1998 3:56pm 98-043726  
ORB 10219 Pg 1064  
████████████████████

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

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

W I T N E S S E T H:

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

WITNESSETH

ORB 10219 Pg 1065

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

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

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

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

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

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

ORB 10219 Pg 1066

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

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

Signed, Sealed and Delivered in the Presence of:

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

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

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

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

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

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

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

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

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

(CORPORATE SEAL)

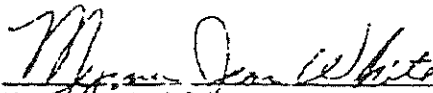
STATE OF FLORIDA :  
COUNTY OF MARTIN : SS:

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

NOTARY SIGNATURE

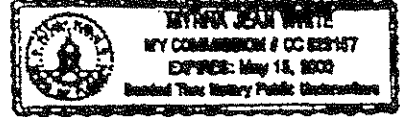
ORB 10219 Pg 1067

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



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

(NOTARY SEAL)




STATE OF FLORIDA )

SS.: )

COUNTY OF MARTIN )

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

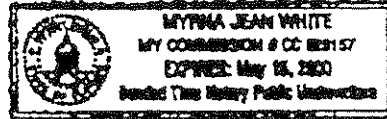
WITNESS my hand and official seal this 15<sup>th</sup> day of January, 1998.



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

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_





WILLIAMS #28 /JDK  
Prepared by and return to:  
Ellie Halberst, Esq.  
F. Marsh Perry & Associates, P.A.  
1645 Palm Beach Lakes Blvd. Suite 1200  
W. Palm Beach, FL 33401

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

AGREEMENT REGARDING REAL PROPERTY

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

WITNESSETH

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

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

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

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

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

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

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

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

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

URS 10217 N 1070

3. The Association shall amend the Association documents to require the Association to be responsible for the perpetual maintenance of the Easement Premises without recourse to the City.
4. Association, its successors and/or assigns, agrees to indemnify, defend and hold Greenacres harmless from and against all loss, cost, damage, expense, action, threat, demand, suit, proceeding, judgment or liability of any nature whatsoever arising from or out of or connected in any manner with the Easement Premises, including, but not limited to, actions of Association, its successors, assigns, agents or employees, and contractors, regarding the maintenance activities and use of the Easement Premises.
5. The Association shall add and maintain the City of Greenacres as an Additional Insured on the Olive Tree Property Owners Association's General Liability Insurance so long as this Agreement is valid.
6. If any provision(s) of this Agreement is deemed to be invalid by a Court of competent jurisdiction under applicable law or regulations, such provision(s) shall be inapplicable and deemed omitted to the extent so it is invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
7. This Agreement shall be a covenant running with the Easement Premises, and shall be binding on the Association, its successors and assigns.
8. This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County, Florida.
9. This Agreement shall not be amended or modified except in writing signed by both parties.

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

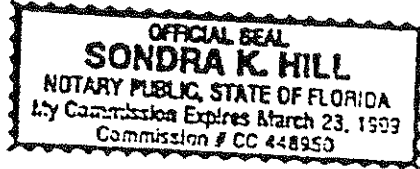
CITY OF GREENACRES, a Municipal corporation

By: Sondra K. Hill  
CITY Clerk

By: [Signature]  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
City Attorney



State of Florida  
County of Palm Beach

The foregoing Agreement was acknowledged before me this 30th day of January 1998, by SAMUEL JI FERRERS and LAYLA Terranova, who are personally known to me or who produced NA personally known as identification and did take an oath.

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

Sondra K. Hill  
Notary Signature Sondra K. Hill

Signed, Sealed and Delivered in the Presence of

[Signature]  
Print Name: Ellen Halperin  
[Signature]  
Print Name: Rhonda M. Duarte

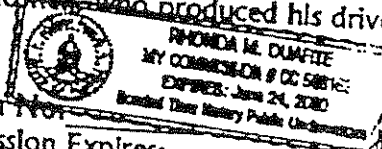
OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC.

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

State of Florida  
County of Palm Beach

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

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



[Signature]  
Notary Signature

ORB 10219 Pg 1072

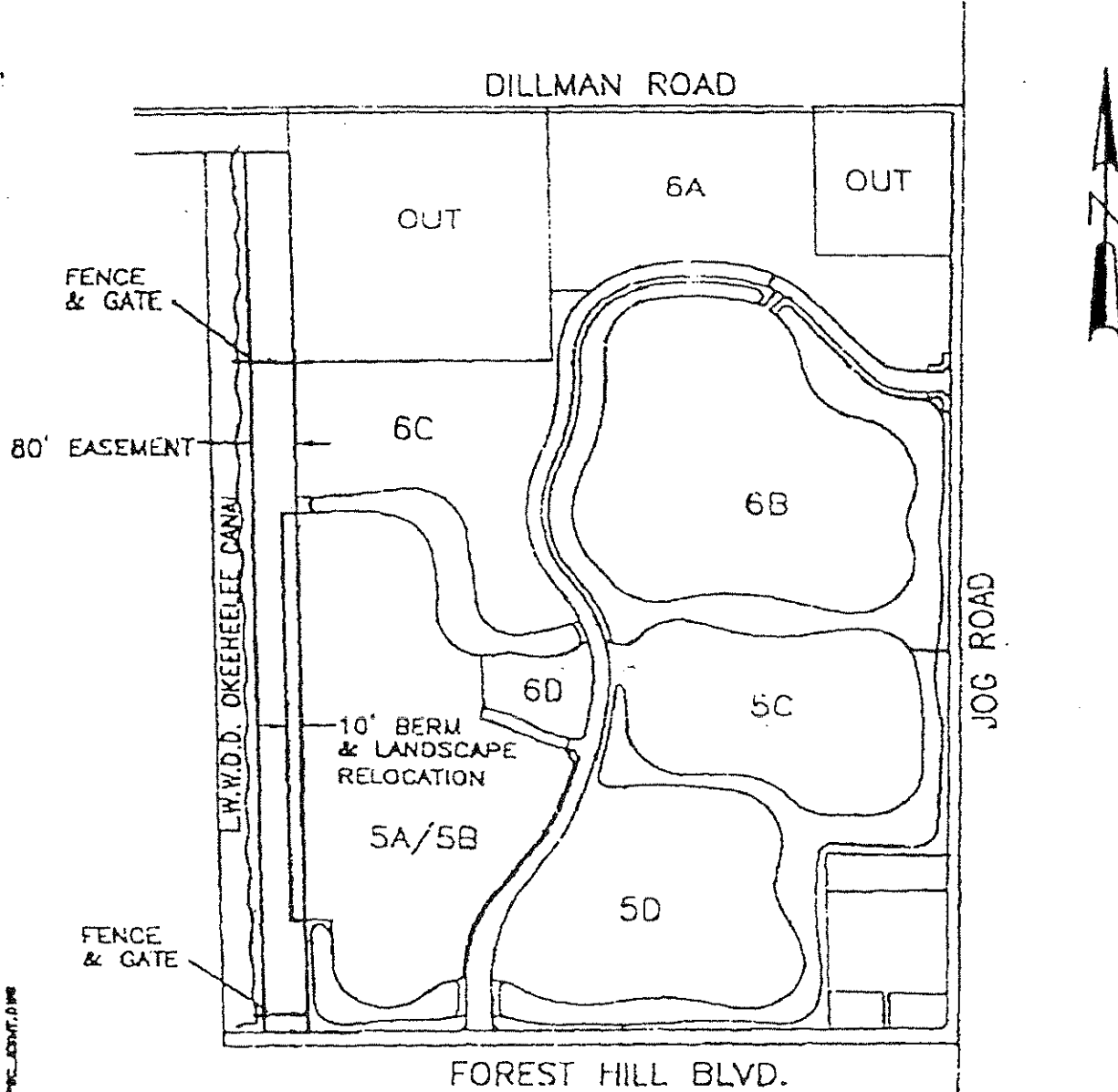
**EXHIBIT "A"**  
**EASEMENT PREMISES**

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

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

# Exhibit "B"

## Olive Tree - Location Sketch



Date: 12-08-87



### PETSCH & ASSOCIATES, INC.

Professional Engineers - Land Surveyors - Development Consultants - Testing Services  
2581 Metrocentre Blvd., Suite 6, W. Palm Bch, FL 33407 (561) 840-3800  
1800 Redbud Boulevard, Suite 402, McKinney, Texas 75069 (972) 582-8806



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


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


ASSIGNOR.

Signed, Sealed and  
Delivered in the  
Presence of:

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

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

  
PRINT NAME: JEFFREY D. KNEEN  
~~Joan Heiden Ferraro~~  
PRINT NAME: JOAN HEIDEN FERRARO

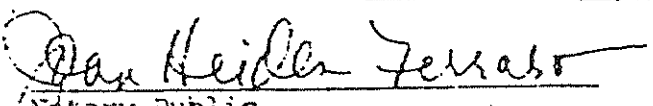
By:   
IVAN M. CHOSNEK, its  
Assistant Vice President

STATE OF FLORIDA  
PALM BEACH  
COUNTY OF MARTIN

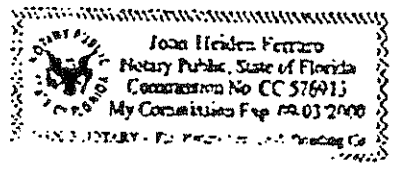
I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared IVAN M. CHOSNEK, the Assistant Vice President of WESTERRA MANAGEMENT, L.L.C., a Delaware limited liability company, as Authorized Representative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

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

(NOTARY SEAL)

  
Notary Public  
Print Name: JOAN HEIDEN FERRARO

11 4582 214 ASS175 D01



Will call #28  
 Prepared by and record to:  
 JEFFREY D. KNEEN, ESQ.  
 Levy, Kneen, Mariani, Curtin,  
 Wiener, Kornfeld & del Russo, P.A.  
 1400 Centrepark Boulevard  
 Suite 1000  
 West Palm Beach, FL 33401

MAR-31-1998 2:48pm 98-114063  
 ORB 10312 Pg 1438  
 1

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

This Supplement is made the 31 day of March, 1998, by Westerra River Bridge, L.P., a Delaware limited partnership, ("Declarant" in its capacity as Declarant of the "Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree" recorded in Official Records Book 3765, Page 1403, public records of Palm Beach County, Florida ("Declaration").

W I T N E S S E T H:

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

WHEREAS, Declarant is the successor Declarant to Olive Tree Corporation pursuant to the "Assignment of Declarant Status and Rights for Olive Tree" recorded in Official Records Book 10143, Page 1356, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration provides in Article 7.02(c) that: "Declarant shall have the right and power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to designate additional portions of Olive Tree, which are presently Uncommitted Property, as Committed Property by executing and recording a Supplement"; and

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



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

Signed, Sealed and  
Delivered in the  
Presence of:

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

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

*Jeffrey D. Kneen*

PRINT NAME: JEFFREY D. KNEEN

*Joan Heiden Ferraro*

PRINT NAME: JOAN HEIDEN FERRARO

By:

*Ivan M. Chosnek*

IVAN M. CHOSNEK, Its  
Assistant Vice President

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

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

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

*Joan Heiden Ferraro*

Notary Public

Print Name: JOAN HEIDEN FERRARO

(NOTARY SEAL)

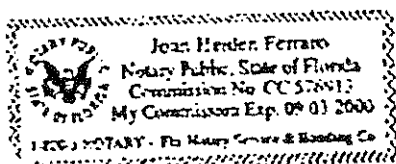


EXHIBIT "A" TO  
SECOND SUPPLEMENT TO MASTER DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OLIVE TREE

"COMMITTED PROPERTY"

The property described as the Plat of "Olive Tree-Phase 5B of the River Bridge S.U.D." in accordance with the Plat thereof recorded in Plat Book 81, Pages 168 through 169 of the public records of Palm Beach County, Florida.

PLAT BOOK 81, PAGES 168-169

*w/c 2/28 ✓*

THIS INSTRUMENT PREPARED BY  
PLEASE RECORD AND RETURN TO:  
JAYNE REESTER BARKDULL, ESQUIRE  
LEVY, KNEEN, MARIANI, CURTIN,  
WIENER, KORNFELD & DEL RUSSO, P.A.  
1300 Centrepark Blvd., Suite 1000  
West Palm Beach, Florida 33401

APR-03-1998 4:06pm 98-120254  
ORB 10322 P# 250  
MIR 118 2118 88 1881 88 818  
Con 10.00 Doc .70

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed as of the 11<sup>th</sup> day of February, 1998, by WESTERRA RIVER BRIDGE, L.P., a Delaware limited partnership, first party, to OLIVE TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, whose mailing address is 2400 S.E. Federal Highway, Suite 310, Stuart, Florida, 34994, second party.

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

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

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

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

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

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

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

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

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

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

BY: *Juan M. Chaluck*  
Juan M. Chaluck  
Its Authorized Agent

(CORPORATE SEAL:

STATE OF FLORIDA :  
COUNTY OF MARTIN : SS.:

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

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

*Myrna Jean White*  
Notary Public  
Print Name:

(NOTARY SEAL:

My Commission Expires: 03/28/00  
MYRNA JEAN WHITE  
MY COMMISSION # CC 820157  
EXPIRES: May 15, 2000  
Florida State Notary Public Under Seal

GRB 10322 Ps 251

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

LEGAL DESCRIPTION

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

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

Olive Tree Boulevard, the Road Right-of-Way per Olive Tree - Phase 5A/6B of the River Bridge P.U.D., Plat Book 76, Pages 102-104.

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

WPC #28

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

APR-03-1998 4:06pm 98-120259  
ORB 10322 Ps 260  
1 RIVER BRIDGE PROPERTY OWNERS ASSOCIATION INC  
Con 10.00 Doc .70

QUIT-CLAIM DEED

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

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

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

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

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

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

Sandra H. Burns  
PRINT NAME: SANDRA H. BURNS

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

ATTEST:

Deborah C. Adachowski  
PRINT NAME: DEBORAH C. ADACHOWSKI

Paul G. Bue  
Paul G. Bue, its Vice President

(CORPORATE SEAL)

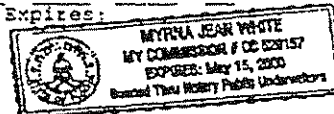
STATE OF FLORIDA )  
  ) SS.:  
COUNTY OF MARTIN )

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

WITNESS my hand and official seal this 14<sup>th</sup> day of January, 1998.

(NOTARY SEAL)

Myra Jean White  
Notary Public  
Print Name:  
My Commission Expires:



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

EXHIBIT "A"  
LEGAL DESCRIPTION

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

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

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

Water & Wastewater

R94-851 U

JUL 19 1994

STANDARD DEVELOPER AGREEMENT

01-0573

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

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

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

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

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

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

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

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

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

ORB 8388 Ps 1231

*Water & Wastewater*

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

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

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

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

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

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

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

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



ORB 8388 Pg 1 232

*Water & Wastewater*

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

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

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

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

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

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

ORB 8388 Pg 1233

**Water & Wastewater**

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

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

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

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

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

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

ORB 8388 Pg 1234

## Water &amp; Wastewater

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

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

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

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

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

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

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

ORB 8388 Pg 1235

WATER & WASTEWATER ONLY

15. Special Conditions:

*none*

ORB 8388 Ps 1236

WATER & WASTEWATER ONLY

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

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA, BY  
~~ITS BOARD OF COUNTY COMMISSIONERS~~

By: [Signature]  
Chairman

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

[Signature]  
LISA A. JULIANO

WITNESSES:

DEVELOPER: [Signature]

[Signature] OLIVE TREE CORPORATION

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

STATE OF FLORIDA  
COUNTY PALM BEACH

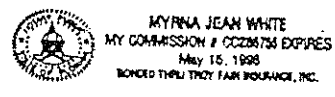
NOTARY CERTIFICATE

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

Signature of Notary  
[Signature]

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

Notary Public



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

R94-851 D

JUL 19 1994

APPROVED AS TO FINANCIAL  
AND TECHNICAL ARRANGEMENTS

By: [Signature]  
Director 7A9  
PBC Water Utilities Dept.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

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

Water & Wastewater

ORB 8388 Pg 1 237

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

A parcel of land situate in the West One-Half of Section 10, Township 44 South, Range 42 East, City of Greenacres, Palm Beach County, Florida, being a portion of Block 14, PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the public records of Palm Beach County, Florida, being more particularly described by metes and bounds as follows:

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

From said POINT OF BEGINNING, Thence continue North 89°43'48" West, departing said Right-of-Way line, a distance of 107.14 feet to the beginning of a curve, concave to the Northeast, having a radius of 70.00 feet and from which a radial line bears North 00°16'12" East; Thence Northwest along the arc of said curve, subtended by a central angle of 48°04'55", an arc distance of 58.74 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the Southwest, having a radius of 200.00 feet and from which a radial line bears South 48°21'07" West; Thence Northwest along the arc of said curve, subtended by a central angle of 46°25'28", an arc distance of 162.05 feet to the end of said curve, also being a point of compound curvature to a curve concave to the South, having a radius of 750.00 feet and from which a radial line bears South 01°53'39" West; Thence West along the arc of said curve, subtended by a central angle of 16°00'00", an arc distance of 209.44 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the North, having a radius of 650.00 feet and from which a radial line bears North 14°04'21" West; Thence West along the arc of said curve, subtended by a central angle of 34°29'10", an arc distance of 391.23 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the Southwest, having a radius of 750.00 feet and from which a radial line bears South 20°24'49" West; Thence Northwest along the arc of said curve, subtended by a central angle of 06°34'02", an arc distance of 85.97 feet to the end of said curve, also being a point of compound curvature to a curve concave to the Southeast, having a radius of 200.00 feet and from which a radial line bears South 13°50'47" West; Thence Southwest along the arc of said curve, subtended by a central angle of 64°21'20", an arc distance of 224.64 feet to the end of said curve, also being a point of reverse curvature to a curve concave to the North, having a radius of 100.00 feet and from which a radial line bears North 50°30'33" West; Thence West along the arc of said curve, subtended by a central angle of 88°31'37", an arc distance of 154.51 feet to the end of said curve, also being the point of cusp of a curve concave to the Southwest, having a radius of 630.00 feet and from which a radial line bears South 75°34'04" West; Thence Northwest along the arc of said curve, subtended by a central angle of 25°30'12", an arc distance of 280.42 feet to the end of said curve, also being a point of reverse curvature of a curve concave to the East, having a radius of 500.00 feet and from which a radial line bears North 50°03'53" East; Thence North along the arc of said curve, subtended by a central angle of 66°15'31", an arc distance of 578.22 feet to the end of said curve, also being a point of reverse curvature of a curve concave to the West, having a radius of 700.00 feet and from which a radial line bears North 61°40'16" West; Thence North along the arc of said curve, subtended by a central angle of 27°09'09", an arc distance of 331.73 feet to the end of said curve; Thence North 00°49'45" West, a distance of 47.38 feet to the beginning of a curve concave to the Southeast, having a radius of 351.00 feet and from which a radial line bears North 89°10'15" East; Thence North and Easterly along the arc of said curve, subtended by a central angle of 73°28'32", an arc distance of 462.37 feet to the end of said curve, also being a point of compound curvature of a curve concave to the Southeast, having a radius of 836.00 feet and from which a radial line bears South 15°21'13" East; Thence Easterly along the arc of said curve, subtended by a central angle of 28°18'30", an arc distance of 413.04 feet to the end of said curve, also being a point of compound curvature of a curve concave to the Southwest, having a radius of 396.00 feet and from which a radial line bears South 12°57'17" West; Thence Southeast along the arc of said curve, subtended by a central angle of 11°07'07", an arc distance of 76.83 feet to the end of said curve; Thence North 24°04'24" East, a distance of 60.00 feet to a point on the arc of a curve, concave to the Southwest, having a radius of 456.00 feet and from which a radial line bears South 24°04'24" West; Thence Northwest along the arc of said curve, subtended by a central angle of 11°07'07", an arc distance of 88.49 feet to the end of said curve, also being a point of compound curvature of a curve concave to the South, having a radius of 896.00 feet and from which a radial line bears South 12°57'17" West; Thence West along the arc of said curve, subtended by a central angle of 28°18'30", an arc distance of 442.67 feet to the end of said curve, also being a point of compound curvature of a curve concave to the Southeast, having a radius of 411.00 feet and from which a radial line bears South 13°21'13" East; Thence Southwest along the arc of said curve, subtended by a central angle of 28°01'53", an arc distance of 201.08 feet to the end of said curve; Thence South 89°10'15" West, a distance of 158.04 feet to a point on the West line of the East One-Half of Tracts 3 and 10, Block 14 of the aforesaid plat of PALM BEACH FARMS CO. PLAT NO. 3; Thence North 00°49'45" West, along said West line, a distance of 810.71 feet to the South Right-of-Way line of Dillman Road as now laid out and in use, said South Right-of-Way line also being the North line of Tracts 2 and 3, Block 14 of the aforesaid plat of PALM BEACH FARMS CO. PLAT NO. 3; Thence North 88°59'44" East, along said South Right-of-Way line of Dillman Road, a distance of 1018.86 feet to the Northwest corner of Tract 1, Block 14 of said plat of PALM BEACH FARMS CO. PLAT NO. 3; Thence South 00°51'40" East, along the West line of said Tract 1, Block 14, a distance of 661.25 feet to the Southwest corner of said Tract 1, block 14; Thence North 89°00'12" East, along the South line of said Tract 1, Block 14, a distance of 517.29 feet to the aforesaid West Right-of-Way line of Jog Road; Thence South 00°16'12" West, along said Right-of-Way line a distance of 1669.12 feet back to the POINT OF BEGINNING.

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

DESCRIPTION APPROVED BY SURVEY FOR USE IN:

Developers Agreement

5/3/94 DATE

Handwritten signature

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

Exhibit B Water and Wastewater

ORB 8388 Pg 1238

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

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

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

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

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

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

## Exhibit B Water and Wastewater

ORB 8388 Pg 1240

DOROTHY H WILKEN

CLERK OF THE COURT - PB COUNTY, FL

Accrued Amount (ATAA) due and payable for each ERC at the time of request for service connection. These payments are defined below.

Annual Renewal Payments: The ARP for any given year shall be defined, per each unconnected ERC represented in an active development plan submitted for approval to Palm Beach County, as the current monthly Guaranteed Revenue charge times 12 months. The ARP shall be due and payable as follows:

For active plans submitted within 1 year of its MAP and for all active plans submitted prior to 11/1/91, the related ARP is due on the next SDA anniversary and on each SDA anniversary thereafter. The ARP is otherwise due at time of submission of the active plan and on each plan anniversary date thereafter.

Any amendment made to an SDA or active plan which increases the number of unconnected ERCs represented in said document(s) will require immediate payment of an MAP, as applicable, and all ARPs that would otherwise have been due since plan submission, at the then current Guaranteed Revenue charge. No credits shall be given for amendments which decrease the number of ERCs in an SDA or an active plan.

No meters will be issued for any ERCs represented in an active plan if any delinquent payments are outstanding.

Adjusted Total Accrued Amount. Upon request to connect to the water and wastewater systems, a Total Accrued Amount (TAA) and an Adjusted Total Accrued Amount (ATTA) per ERC shall be calculated. For each ERC to be connected on a parcel, the TAA shall be determined by multiplying the lesser of 84 months or the number of full months between November 1, 1991 and the time of connection, by the monthly Guaranteed Revenue charge current at time of connection. The ATTA shall be defined as the TAA, as defined above, credited for the number of months previously paid on behalf of such ERC under MAP and ARPs (with a maximum of 72 months for ARPs). The ATTA shall be due and payable for such ERC at the time of request for service connection. The time of connection is deemed to be the time of request for service connection.

For all anniversary dates before the 16th day of any month, the anniversary date shall be redefined as the first day of that month. For all anniversary dates on or after the 16th day of any month, the anniversary date shall be redefined as the first day of the following month.

The requirement for the payment of guaranteed revenue shall be a covenant running with the land, and shall be a condition precedent to further service and binding upon Developer, its successors or assigns, or subsequent owners, holding by or through Developer.

If the Developer fails to pay the amounts required by this section, no capacity will be reserved for the Developer's project. However, other provisions of the developer agreement, including but not limited to the exclusivity of right of service by the County to the property, shall remain in full force and effect.

Plant capacity allotment assigned to Developer by virtue of Developer's payment of guaranteed revenue cannot, and shall not, be assigned, sold, transferred, leased, encumbered, or disposed of in any manner by Developer, unless the assignment is in direct connection with a bona-fide sale of the Property to which the plant capacity reserve relates, and the Utility is notified in writing of such assignment and has consented to same. The Utility will not unreasonably withhold its consent to an assignment. In no instance shall any sale or assignment of plant capacity reserve be made by Developer for a consideration which is more than that amount actually paid by Developer to reserve the capacity.



## Exhibit B Water and Wastewater

ORB: 8388 Pg 1 239

## NOTES:

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

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

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

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

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

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

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