

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

ORB 5458 Pg 1169

WOODS WALK

WHEREAS, BMC DEVELOPMENT AT WOODS WALK, INC., a Florida Corporation (hereinafter referred to as the "Declarant"), is the owner of that certain real property commonly known as WOODS WALK, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the Property); and

WHEREAS, it is the intent, but not the obligation of Declarant to annex additional lands for development as subsequent phases of the residential community to be developed on the Property by Declarant.

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values and amenities within WOODS WALK in order to contribute to the personal and general health, safety, and welfare of the Property owners and residents therein, and in order to maintain the land and improvements therein; and

WHEREAS, Declarant wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth; and

WHEREAS, Declarant has caused to be incorporated under the law of the State of Florida, WOODS WALK HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit (the "Association") to provide an entity for enforcing and carrying out the purposes and intent of this instrument and the requirements of Palm Beach County, Florida (the "County") or other governmental authority, in connection with the Property.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for WOODS WALK.

ARTICLE I

DEFINITIONS

SECTION 1. DEFINITION OF TERMS: The following terms, as used in this Declaration, shall have the following meanings:

(A) Architectural Review Board or A.R.B. shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

(B) Assessment shall mean and refer to those charges against each Lot made by the Association from time to time, for the purpose and subject to the terms, set forth herein.

(C) Association shall mean and refer to WOODS WALK HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.

(D) Association Property shall mean and refer to all personal property and real property, other than the Common Property, which may be acquired by the Association, for the sole benefit and private, common use and enjoyment of all Owners, subject to easements as herein provided.

(E) Board of Directors shall mean and refer to the Board of Directors of the Association.

(F) Commercial Parcel shall mean and refer to that certain real property described in Exhibit "C" attached hereto, which property is adjacent to the Property and on which property Declarant intends to develop a commercial shopping center with outparcels.

(G) Common Expenses shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations hereinafter set forth.

(H) Common Property shall mean and refer to all portions of the Property (including improvements thereon) now or hereafter owned which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on the recorded subdivision plat(s) of the Property or conveyed to the Association by Deed.

(I) Conservation Area shall mean and refer to those areas on the plat of Woods Walk to be recorded in the public records of Palm Beach County, Florida, which areas are to be dedicated on such plat to the Association as Common Property.

(J) Declarant shall mean and refer to BMC DEVELOPMENT AT WOODS WALK, INC., a Florida Corporation, its successors and assigns.

(K) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

(L) Development Plan shall mean and refer to the graphic representation of the proposed manner of development of the Property, which is attached hereto as Exhibit "B" and made a part hereof. Declarant retains the right to alter or modify the Development Plan, as it deems desirable, in its sole discretion.

(M) Dwelling shall mean and refer to any detached single-family dwelling constructed, or to be constructed, on a Lot.

(N) Improvements shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape devise or object.

(O) Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Lot or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors.

(P) Lot shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on the subdivision plat of the Property.

(Q) Member shall mean and refer to a member of the Association.

(R) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(S) Property shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, as same may be amended from time to time.

(T) Water Management System shall mean and refer to those lakes, canals and other facilities located within the Property which are to be used for drainage of the Property.

ARTICLE II

DEVELOPMENT CONCEPT

Declarant intends that the Property shall be developed as a phased, planned residential community to be known as WOODS WALK (the "Community"). Approximately 225 Lots shall be made available for purchase by the general public and private builders in the Community. The Property shall also include public streets, recreational facilities and a lake. Although it is the intent of Declarant to complete this general development plan, Declarant shall not be bound by this Declaration to make any further additions to the Property or to adhere to this general development plan in any subsequent development. The Association shall be responsible for maintenance of the Association Property and the Common Property.

The Association shall assess each Lot various charges as more specifically described herein, for the purpose of funding the obligations of the Association. The Association shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. In keeping with Declarant's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration are also enforceable by the Owners among themselves subject to the reserved power of Declarant to approve exceptions or variations.

Notwithstanding any terms of this Declaration, or any other documents, brochures or plans, Declarant hereby states that this development concept represents only its present intention with respect to development of the Property, and hereby reserves the right to modify the development concept, including the number and type of Lots in the Community and the plans and composition of the Common Property, at any time, as it deems desirable, in its sole discretion. Such amendments may be made by Declarant without the joinder or consent of the Association, other Owners, or Mortgagees of any portion of the Property, or any other person or entity.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. PROPERTY: Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. ADDITIONS: Declarant shall have the right to subject additional property to this Declaration, from time to time, by executing and recording an amendment hereto, specifying such additional property. Such amendments shall not require the joinder or consent of the Association, other Owners or mortgagees of any portion of the Project, or any other person or entity; provided that Federal Housing Administration ("FHA") and Veterans Administration ("VA") have determined that such annexation of additional Property is in accord with the general plan hereafter approved by them.

SECTION 3. TRANSFER OR ASSIGNMENT BY DECLARANT: The Property, rights and obligations of Declarant, may be transferred or assigned to another person or entity similar in nature and purpose to Declarant. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

ARTICLE IV

WOODS WALK HOMEOWNER'S ASSOCIATION, INC.

SECTION 1. FORMATION: Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association are all of the purposes and powers set forth in the Declaration and in its Articles of Incorporation and By-Laws. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

SECTION 2. MEMBERSHIP: Every Owner of a Lot shall become a Member of the Association upon acquisition of fee simple title to any Lot in WOODS WALK by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Lot is held by more than one person, each person shall be a Member of the Association, but no Lot shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No person or entity holding an interest of any type or nature whatsoever in a Lot only as the security for performance of an obligation shall be a Member of the Association. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association.

SECTION 3. ADMINISTRATION OF THE ASSOCIATION: The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

SECTION 4. VOTING: The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners, with the exception of Declarant, and such Owners shall be entitled to one (1) vote for each Lot owned by such Member as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

CLASS B. The Class B Member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A membership on the happening of the earlier of any of the following events:

- A. When the total votes outstanding in Class A equal the total votes in Class B; or
- B. When Declarant delivers written notice to the Association of its election to convert its Class B membership to Class A membership; or
- C. When all of the Property has been conveyed by Declarant to Owners, the Association and/or the public; or
- D. On December 31, 2005.

SECTION 5. SUSPENSION OF MEMBERSHIP RIGHTS: No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, including use of the recreational facilities, or any right, interest or privilege which may be transferable after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

ARTICLE V

ASSOCIATION PROPERTY AND COMMON PROPERTY

SECTION 1. ASSOCIATION PROPERTY AND COMMON PROPERTY: The Association Property and Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Association Property and Common Property, notwithstanding the manner in which fee simple title to the Association Property or Common Property may be held.

SECTION 2. ACQUISITION AND SALE OF PROPERTY: The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members.

Such interests may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members; provided that any such determination shall have the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose. Any property acquired pursuant to this section shall be Association Property.

SECTION 3. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property, (except as otherwise set forth herein), and the Common Property. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance swale area adjacent to the entrance road of the Property fronting on Lake Worth Road, including the shrubbery, signs, street lights (if Association or Common Property), walks, sprinklers and other Improvements located within the Association Property and the Common Property on or about the entrance area.

(B) The swale areas located adjacent to public streets within the Property and other areas of Improvements related thereto, including signs, street lights (if Association or Common Property), walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences and hedges located within the Common Property or the Association Property.

(D) The Water Management System.

(E) Recreation facilities.

(F) The Conservation Area, including all vegetation contained therein.

(G) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

Any street lighting system may now or hereafter be installed by the Declarant or the Association, as they shall determine necessary. In the event the Declarant advances the cost of providing such street lighting systems to the utility company, all reimbursement of such costs by the utility company shall be paid to and be the sole property of the Declarant and Declarant hereby expressly reserves the right to receive, collect and retain all such reimbursements.

SECTION 4. MANAGEMENT AGENT: Declarant, its affiliates, subsidiaries, successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the Association Property and the Common Property.

SECTION 5. RULES AND REGULATIONS GOVERNING USE OF ASSOCIATION PROPERTY AND COMMON PROPERTY: The Association, through its Board of Directors, shall regulate the use of the Association Property and Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

SECTION 6. ENFORCEMENT OF RESTRICTIONS: The Association, through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity.

SECTION 7. CONTINUAL MAINTENANCE: In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property and Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no instance shall Palm Beach County, Florida be obligated to accept any dedication offered to

it by the Members of the Association pursuant to this Section, but Palm Beach County, Florida may accept such dedication and any such acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners.

ARTICLE VI

ASSESSMENTS

SECTION 1. AUTHORITY: The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

SECTION 2. GENERAL ASSESSMENTS: General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property and the Common Property, and for the purpose of promoting the health, safety, welfare, and recreation of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Association Property, and the Common Property; operation and maintenance of the Water Management System; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; Director's liability insurance coverage; legal and accounting fees; management fees; security costs; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

SECTION 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS: The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate, to be determined by the Association,

so that all Lots subject to a General Assessment shall be assessed equally. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A General Assessment shall be considered delinquent if not paid by the due date.

SECTION 4. MAXIMUM GENERAL ASSESSMENTS: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment shall be TWO HUNDRED FORTY (\$240.00) DOLLARS per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased each year not more than five percent (5%) above the maximum General Assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased above five percent (5%) by a vote of two thirds (2/3) of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purposes. The Board of Directors may fix the General Assessment at an amount not in excess of the maximum.

SECTION 5. MORATORIUM / DATE OF COMMENCEMENT OF GENERAL ASSESSMENTS:
DUE DATE:

(A) Moratorium During Development: For a period of two (2) years following the date of conveyance of the first Lot to an Owner there shall be a moratorium on payment of General Assessments (but not on the increase of the amount of such Assessment as provided in Section 4 hereof) during which time Declarant shall pay all costs associated with maintenance of the Property. Declarant, at its sole discretion, may elect to extend this moratorium for one (1) additional year upon ninety (90) days prior written notice to the Owners.

(B) The General Assessments provided for herein shall commence as to all Lots on the first day of the month following the termination of the moratorium provided in paragraph A above. The first General Assessment payable by Owners shall be adjusted according to the number of months remaining in

the calendar years of such assessment. The Board of Directors shall fix the amount of the General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

SECTION 6. SPECIAL ASSESSMENT: The Association may levy a Special Assessment against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the A.R.B. of the Association. All Special Assessments shall be at a uniform amount for each Lot assessed, regardless of whether a particular Assessment effects all Owners, or a particular Owner. A Special Assessment shall be collectable in such manner as the Board of Directors shall determine. A Special Assessment shall require the approval of two thirds (2/3) of the votes of each Class of members of the Association who are voting in person or by proxy, at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval.

SECTION 7. EMERGENCY SPECIAL ASSESSMENTS: The Board of Directors may levy an Emergency Special Assessment when, in its sole determination, there is potential danger of damage to persons or property. Such Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

SECTION 8. INDIVIDUAL ASSESSMENTS: The Association may levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements, within or without the Lot, which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use or value of the Property. The Association has a right of entry unto each Lot to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All Individual Assessments shall be collectable in such manner as the Association shall determine.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS: All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Lot. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made, and declare the same immediately due and payable. The Association may also record a Claim of Lien in the Public Records of Palm Beach County, Florida, setting forth the amount of the unpaid Assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Lot and/or a suit on the personal obligation of the Owner or Owners. There shall be added to the amount of such Assessment the cost of such action (including attorneys' fees), and in the event a judgment is obtained, such

judgment shall include interest on the Assessment, as above provided and attorneys' fees incurred by the Association, together with the costs of the action. Any successor in title to a Lot shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of Assessments.

SECTION 10. EXEMPT PROPERTY: All property dedicated to and accepted by a local public authority shall be exempt from the assessments created herein, except no Lot shall be exempt from said assessments.

SECTION 11. DISHONORED CHECKS: In the event that a check given to the Association for payment of an Assessment shall be dishonored, for any reason whatsoever, the Association shall have the right to charge an administrative fee in the amount of TEN (\$10.00) DOLLARS, or such other reasonable amount as may be determined by the Board of Directors in its discretion, from time to time. This fee shall be deemed to be a part of the Assessment, shall be secured by the Assessment lien against the affected Lot, and may be enforced in the same manner as any other Assessment, as provided hereinabove.

SECTION 12. CERTIFICATE OF ASSESSMENTS: The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid. The Association may charge an administration fee in the amount of \$25.00 DOLLARS with respect to issuing the Certificate, which amount may be adjusted no more than twice yearly by the Board of Directors.

SECTION 13. SUBORDINATION TO LIEN OF MORTGAGES: The lien for Assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or transfer shall relieve any Lot from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

SECTION 14. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 & 6: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 6 of this Article VI shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VII

MAINTENANCE OF PROPERTY

SECTION 1. ASSOCIATION RESPONSIBILITIES: The Association shall be responsible for maintenance of the Association Property and the

Common Property as more fully described in Article V, Section 3 of this Declaration.

SECTION 2. OWNER RESPONSIBILITIES: The Owner of each Lot shall be responsible for maintenance of the interior areas of the Improvements constructed upon such Lot, as well as all exterior areas of his Lot and the Improvements constructed thereon, including without limitation, exterior building walls, windows, lawn, patio, terrace, garden or similar areas. The expense of any maintenance, repair or construction of any portion of the Association Property or the Common Property, or of any of the Improvements necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense. All repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board.

ARTICLE VIII

EASEMENTS, ASSOCIATION PROPERTY, COMMON PROPERTY, RIGHT OF ENTRY

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of this Section, each Owner shall have a right and easement of enjoyment in and to the Association Property and the Common Property, which easement shall be appurtenant to and shall pass with the title to each Lot.

SECTION 2. EXTENT OF OWNERS' EASEMENT: The rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Association, to borrow money for the purpose of maintaining or improving the Association Property and the Common Property, and in connection therewith, to mortgage the Association Property and the Common Property; provided such loan has been approved by a vote of two thirds (2/3) of each Class of Members voting in person or by proxy at a meeting duly called for this purpose.

(B) The right of the Association to take such steps as are reasonably necessary to protect the Association Property and Common Property against foreclosure.

(C) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.

(D) The right of the Association to properly maintain the Association Property and the Common Property.

(E) The right of the Association to dedicate or transfer all or any part of the Association Property and/or the Common Property to any public agency, authority, utility water management or water control district, or other entity or person of or such purpose and subject to such conditions as may be approved by the Members provided such approval has been obtained by a vote of two thirds (2/3) of each Class of Members voting in person or by proxy at a meeting duly called for this purpose.

(F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.

(G) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Property.

(H) All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all Exhibits thereto, as same may be amended from time to time.

SECTION 3. EASEMENT GRANTS: The following easements are hereby granted and/or reserved over, across and through the Property:

(A) Easement for Homeowner's Association. The Association, for itself and its employees and agents, shall have a perpetual, non-exclusive easement for access to all portions of the Property to the extent reasonably required for the performance of the duties of the Association as set forth herein.

(B) Utility Easements. Declarant, for itself and its successors and assigns, shall have a perpetual, non-exclusive easement over, upon and under all portions of the Property (except those portions upon which Improvements have been constructed) for the installation, operation, maintenance, repair, replacement, alteration and extension of such utility and other systems as Declarant shall deem appropriate to have located within the Property. No Owner, other than Declarant, shall be permitted to dig in or plant anything other than sod in any portion of the Property over, upon or under which any utility easement has been granted by Declarant or the Association as aforesaid. This restriction applies to all portions of the Property covered by such utility easements.

(C) Public Easements. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the streets for the performance of their respective duties.

(D) Declarant's Easements. Easements are hereby reserved throughout the Property by Declarant, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development of the Property. Declarant retains the right to maintain an office on the Property, in a location to be selected by Declarant, until such time as all Parcels owned by Declarant have been sold and closed to Owners other than Declarant. Declarant, or its designee, may also construct and maintain a sales agency office, and may post and display a sign or signs on any Lots owned by Declarant, or on the Association Property or the Common Property, so long as Declarant is the Owner of any Lot.

SECTION 4. EMERGENCY RIGHT OF ENTRY: In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Management Agent under a Management Agreement, shall

have the right, but not the obligation to enter such Lot or the Improvements thereon for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

SECTION 5. RESTRICTION ON OWNER EASEMENTS: No Owner, other than Declarant, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

SECTION 6. EASEMENT TO COMMERCIAL PARCEL. BMC Development at Woods Walk, Inc., a Florida Corporation, for itself and its successors and/or assigns who shall own fee simple title to all or any portion of the Commercial Parcel (the "Commercial Parcel Owner") shall have a perpetual, non-exclusive easement for:

(A) vehicular and pedestrian ingress and egress on a twenty four (24) hour per day, 365 days per year basis over that portion of the Property entrance road as more particularly described in Exhibit "D" attached hereto and made a part hereof, and

(B) installation and maintenance of utilization and drainage facilities required to tie the improvements to be constructed on the Commercial Parcel into the Water Management System, including the lift station, located on the Property. The cost of connecting the Commercial Parcel to the Water Management System shall be borne exclusively by the Commercial Parcel Owner, and the Commercial Parcel Owner shall, at its sole cost and expense, repair and damage done to any Lots the Association Property or the Common Property or to any pipes, roads, curbs or other Improvements located within the Property as a result of the Commercial Parcel Owner tying the Commercial Parcel into the utilities and Water Management System located within the Property. The Commercial Parcel Owner shall also pay to the Association a fee of \$2,000.00 per year, in advance for the cost of maintenance, repair and lighting expenses for that portion of the entrance road to the Property to be used by the Commercial Parcel Owner, as such property is described in Exhibit "D" hereto and for the use and maintenance

of the Water Management System and lift station. Payment of such expenses (the "Commercial Assessment") by the Commercial Parcel Owner shall commence one (1) year following commencement of use by the Commercial Parcel Owner of such easement for ingress and egress to the Commercial Parcel and shall continue annually thereafter. Payments of such Commercial Assessment shall be made within forty five (45) days following receipt of written notice from the Association. The Commercial Assessment may be increased each year, but such increase shall never exceed five (5%) percent above the Commercial Assessment for the previous year. In the event of the Commercial Parcel Owner's failure to pay the Commercial Assessments within such forty five (45) day period, it shall become delinquent and shall bear interest at the maximum rate allowed by Florida law from the date when due until paid. The Commercial Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Commercial Parcel; and the Association may, at any time thereafter, accelerate the entire amount due, declare the same immediately due and payable and record a Claim of Lien in the public records of Palm Beach County, Florida.

At the request of the Commercial Parcel Owner, Declarant and/or the Association shall execute a separate easement agreement, upon the terms and conditions set forth in this Section, to be recorded in the public records of Palm Beach County, Florida.

ARTICLE IX

ARCHITECTURAL CONTROLS

SECTION 1. ARCHITECTURAL REVIEW BOARD: It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural design, landscaping and location of any proposed

Improvements, whether for Lots, the Association Property, or the Common Property. The A.R.B. shall consist of three (3) members. Each member shall be either a member of the Association or an agent or employee of the Declarant. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures of the A.R.B. shall be as set forth below:

(A) No Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of same, including a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation established by Declarant, shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.R.B.

(B) In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

(C) The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the

A.R.B. shall consider the suitability of the proposed Improvements and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

(D) The A.R.B. shall, in all cases, have the right to determine and designate building setback lines necessary to conform to the general plan of the Property, in order to preserve the integrity of the Property. In this respect, the A.R.B.'s judgment and determination shall be final and binding.

(E) Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notifications shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant, provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

(F) Prior to the occupancy of any Improvement constructed or erected on a Lot, the prospective occupants or the builder thereof shall obtain a Certificate of Occupancy from the A.R.B., certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the A.R.B. The A.R.B. may, from time to time, delegate to a member or members of the

A.R.B., the responsibility for issuing such Certificate of Occupancy.

(G) There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvements which violates the terms of any approval by the A.R.B. or the terms of this Declaration, or any amendments hereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in any event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other

remedies contained herein, record against that Owner's Parcel a Certificate or Disapproval stating that the Improvements on the Parcel fail to meet the various requirements of the A.R.B.

(H) The A.R.B. is empowered to publish or modify, from time to time, design and development standards for the Property, including but not limited to the following:

- (1) Roof and roof design.
- (2) Fences, walls and similar structures.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Signs and graphics, mail boxes, address numbers and exterior lighting.
- (6) Building setbacks, side yards and related height, bulk and design criteria.
- (7) Pedestrian and bicycle ways, sidewalks and pathways.

(I) The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis, provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such variance by the A.R.B. shall not nullify or otherwise affect the ARB's right to require strict compliance with the requirements set forth herein on any other occasion.

(J) Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Declarant, including Improvements made or to be made to the Association Property or the Common Property shall not be subject to the review of the A.R.B.

(K) The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses required to be paid for the A.R.B. shall be deemed to be an

Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove.

(L) Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by the Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Lot agrees, as do their successors and assigns by acquiring title thereto or an interest therein or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

(M) Upon the completion of the Improvements and final approval by the A.R.B., the Board of Directors shall, upon request by an applicant, issue a certificate certifying that the plans and specifications have been submitted to and approved in writing by the A.R.B.

ARTICLE XI**USE RESTRICTIONS****SECTION 1. RESTRICTIONS ON USE OF LOTS AND COMMON PROPERTY:**

(A) Residential Use: All Lots shall be used only as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

(B) Occupancy of Lots: Whenever any Lot is owned or leased by a corporation, partnership, or trust, or other entity (other than Declarant), the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, a particular married couple or an individual who shall be entitled to use the Lot and to exercise the rights of a Member hereunder. Only the designated family or individual and guests may use the Parcel. The right of occupancy or use of a Lot may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Lot, as approved by the Association in accordance with the terms set forth hereinbelow. The family or individual designated by the corporation, partnership, trust or other entity which shall occupy the Lot shall execute a written covenant in favor of the Association whereby the individual or the members of the family occupying the Lot shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the Lot by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. Upon demand by the Association to any of the aforementioned Owners to remove any party given permission to use a Lot owned by the corporation, partnership, trust or other entity because of a failure of such party using the Lot to comply with the terms and conditions of this Declaration or the rules and regulations of the Association,

the Lot Owner shall forthwith cause such party occupying the Lot to be removed. In the event the Lot Owner fails to remove the party using the Parcel, the Association, as agent of the Lot Owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Lot Owner, and it shall reimburse the Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur in the removal.

(C) Pets: Owners may keep as pets: Companion pets such as birds, domesticated cats, fish, dogs and other small animals. No Owner may keep exotic cats, non-human primates, horses or other farm livestock or zoo type animals on the Property. It shall be the Owner's obligation to dispose of waste material from pets. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance.

(D) Boats: Mooring facilities, docks and other structures from the shore line on the lake shall be limited only to those which may be provided by the Association. No one other than the Association shall be permitted to install docks or similar structures or to keep or moor boats on the lakes. In no event shall motor powered boats be permitted, nor shall any boats be permitted to remain on any lawn or on Association or Common Property adjacent to the lake without Association approval.

(E) Recreational and Commercial Vehicles: No boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot except within a garage attached to a Dwelling, nor shall any maintenance or repair be

performed upon any boat or motor vehicle upon any Lot except within a garage attached to a Dwelling. Notwithstanding the foregoing, certain trucks or vans that may be considered recreational vehicles may be permitted on a Lot upon prior approval of the Board of Directors, and service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. No vehicle of any kind shall be parked overnight on any Street.

(F) Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant for development, construction or sale of the Property. This restriction may also be waived by Declarant with respect to construction by builders, pursuant to separate written agreements.

(G) Insurance: No Owner shall permit or suffer anything to be done or kept within his Lot, or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

(H) Nuisances: No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on his Lot.

(I) Outside Displays: No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Lot, nor shall he place any furniture or equipment outside the Improvements on his Lot, except with the prior written consent of the Association. This provision shall not apply to the Declarant, nor shall it prohibit

the use of patio furniture within the confines of a patio appurtenant to a particular Lot.

(J) Antennas: No radio, television or other electronic antennae or aerial, including antennae disk, may be erected or maintained anywhere on the Association Property or the Common Property (unless installed by Declarant or the Association), or the exterior of any Lot, without the prior written approval of the Association. Wind driven attic ventilators shall not be permitted. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, to not be seen from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials and are not seen from the front elevation.

(K) Minimum Size of Dwelling: A single story or split level dwelling which is not a full two stories shall have a minimum floor living area of 1,250 square feet provided, however, the A.R.B. shall have the right to require a greater minimum floor area if the A.R.B. disapproves the design of a residence. A two (2) story Dwelling shall have a minimum of 1,000 square feet on the first floor. The second floor element, whether fully walled or being of the balcony or loft type, shall contain not less than 650 square feet of living area. This square footage is exclusive of: garages, covered walks, open and/or screened porches or patios and pool area. Square footage measurements shall be taken from outside exterior walls.

(L) Height of Dwelling: No dwelling which is more than two (2) stories or thirty (30) feet in height shall be erected, constructed or maintained on any Lot. The height of the dwelling shall be measured from the finished first floor grade to the highest point of the roof. Chimney heights may exceed the limitation.

(M) Foundation of Dwelling: All dwellings shall be placed on a masonry foundation. The top of the masonry foundation slab shall be a minimum of eighteen (18) inches above the crown of the Street abutting the front of the Lot; provided, however, that this requirement may be modified with the prior written approval of the A.R.B.

(N) Subdivision of Lots: No Lot shall be re-subdivided to form a Lot smaller than a platted Lot; provided, however, that a single Lot may be combined with a portion or another Lot to form a larger Lot, with the prior written approval of the A.R.B.

(O) Elevation and Grade of Lots: No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the Property beyond the Lot line, without the prior written consent of the A.R.B. No Lot abutting water shall be increased in size by filling in the water to which it abuts, without the prior written consent of the A.R.B. The grade at the Property line separating two Lots shall not exceed twelve inches (12") above the crown of the Street upon which the Lots front. The slope of the grade perpendicular to such Property line shall not exceed one-sixth (1/6).

(P) Residence Graphics: The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be approved by the A.R.B. to insure continuity and conformity through the entire Property.

(Q) Removal of Trees: In reviewing building plans, the A.R.B. shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the A.R.B. When such a tree is removed, the Owner will replace it with a similar tree acceptable to the A.R.B. on another portion of the site.

(R) Access to Parcels: Whenever the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

(S) Setback Requirements: Minimum setback requirements are:

- (1) Twenty five (25) feet front yard setback from the front Lot line.
- (2) In the case of corner Lots, the intersecting setback shall also be fifteen (15) feet from the Lot line along the intersecting Street, unless otherwise approved by the A.R.B.

- (3) Rear yard setback shall be fifteen (15) feet and shall be directly opposite the front yard. The rear yard setback for screened pool enclosures shall be ten and one-half (10½) feet. No Lot shall be required to have more than one rear yard setback.
- (4) The remaining setbacks (other than front yard or rear yard setbacks) shall be not less than seven and one-half (7½) feet each.
- (5) With respect to corner Lots, the Lot line opposite the Lot line upon which the residence fronts shall be deemed to be rear Lot line and the setback restrictions for the rear Lot lines shall apply. Further, the setback from the side Lot line of a corner Lot shall be fifteen (15) feet.
- (6) No structure of any kind, including fences in excess of four (4) feet high, shall be permitted in any building setback area, or on a Lot line except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided they are properly screened from view in a manner approved by the A.R.B.

(T) Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the A.R.B.

(U) Garages: Garage doors shall be kept closed at all times, except as necessary for ingress and egress into and out of the garage.

(V) Driveways: All driveways and parking areas shall be paved and constructed with materials approved by the A.R.B. Driveways may connect to Streets at only two (2) points, and such connections shall blend into the Street pavement. No curbside

parking areas may be created by extending any portions of Street pavement.

(W) Lawns and Landscaping:

(1) All lawns in front of all Lots shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed on any Lot except as approved on the original plans and specifications, or as subsequently approved in writing by the A.R.B. Upon the completion of any Dwelling, the lawn area on all sides of such Dwelling shall be completely sodded with grass, including swale areas adjacent to a Lot which may be included in dedicated easements or rights-of-way, it being the intent that all completed dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn. Landscaping must be completed in accordance with the approved plan within thirty (30) days of the issuance of a Certificate of Occupancy for any dwelling constructed on a Lot. No alteration to completed landscaping may be made without the prior written approval by the A.R.B.

(2) Upon the sodding of a Lot, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green, luxuriant and well-kept lawn at all times. Grass growth shall not exceed a minimum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

(3) Landscaping: An automated irrigation system shall be required to be installed at the time of construction of a Dwelling, which system shall be adequate to service all designed landscape elements, and shall have a source of water acceptable to the A.R.B. No water may be withdrawn from any lake, canal or water body Tract. The source of water shall be free of elements which cause discoloration and may, in the sole discretion of the A.R.B., be required to be public water.

(X) Signs: Except in connection with development or sales of Parcels by Declarant or its agents, no signs, advertisements or notices of any kind shall be displayed to the public view on any Lot; provided, however, that each Owner may display one (1) professionally designed and prepared "For Sale" sign of not more than one (1) square foot, for the purpose of resale of Dwellings constructed on a Lot.

(Y) Easements: With the exception only of Improvements installed by Declarant, no Dwelling or other Improvement, nor any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Lot to the front line of such Lot and in the rear of each Lot to the rear of such Lot.

(Z) Maintenance of Lots: All Lots shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all swale areas abutting Lots, whether or not such swale areas are a part of the Lots, shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growth). In the event an Owner fails to maintain his Lot as aforesaid, the Association shall have the right, in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Property; provided, however, that at least ten (10) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida shall be charged to the Owner and shall become a lien on the subject Lot,

which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article VI, Section 9 of this Declaration.

(AA) Refuse Containers and Storage Tanks: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed underground or in a walled-in area, so they are not visible from the Street or from adjoining Lots. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in area so they shall not be visible from the Street or from adjoining Lots. Trash, refuse or waste materials shall not be burned on any Lots.

(BB) Walls and Hedges: No boundary wall, fence or hedge having a height of more than four (4) feet shall be built or maintained on any Lot within the twenty five (25) foot front setback, within the fifteen (15) foot rear setback or within seven and one-half (7½) feet of any side Lot line. No fence of any type shall be located on the rear of any lakefront lot except for appropriate fencing around patio or pool areas as approved by the A.R.B. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Lot (except that such fences may be temporarily permitted during construction of Improvements on a Lot, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

(CC) Storage Facilities, Tool Sheds, Garden Houses and Garages: All storage facilities, tool sheds, garden houses, garages and other similar Improvements approved by the A.R.B. shall be attached to the Dwelling located on the Lot so that such Improvements and the dwelling constitute a single structure.

(DD) Swimming Pools: Any swimming pool to be constructed on any Lot shall be subject to the requirements of the A.R.B. which include, but are not limited to, the following:

- (1) Composition shall be of material thoroughly tested and accepted by the industry for such construction.

(2) Swimming pools, pool decks and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for the pool edge coping of an open swimming pool shall be ten and one-half (10½) feet. The rear yard setback for patio and terrace slabs and wooden pool decks shall be seven and one-half (7½) feet.

(3) Swimming pools shall not be constructed or erected above ground.

(4) Lighting for landscape, pool, recreation and security purposes shall be designed so as to not be an annoyance to the surrounding residences. Time clock controls may be used. All lighting plans must be submitted to and approved by the A.R.B.

(EE) Roofs: The following roof styles and materials shall not be permitted: fiberglass panels; tin sheeting; any material that is other than earhtone, unless approved by the A.R.B. The minimum roof pitch generally required for each Dwelling to be constructed on a Lot shall be not less than five (5) feet of height for each twelve (12) feet of extension, commonly known as "5:12 pitch". Exceptions to these requirements may be granted by the A.R.B. for designs found by the A.R.B. to be of exceptional merit.

(FF) Utilities: The central water and sewage system provided by Declarant for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and his sewer line to the sewage collection line serving his Lot and shall pay all connection fees therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. Subject to Article XI, Section 1, subparagraph W(3), no individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any Lot.

(GG) Bicycles: Bicycles shall be stored only within each Lot. If bicycles are left on the Association Property or Common Property they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. Declarant shall have the right,

but not the obligation, to build a bicycle stand or stands within WOODS WALK in which event bicycles may be stored thereon.

(HH) Additional Protective Covenants: Declarant may include in any contract or deed for any Lot, additional protective covenants and restrictions not inconsistent with those contained herein.

(II) Rules and Regulations: No person shall use the Common Property, or the Association Property, or any Lot, in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations) which may be promulgated by the Association from time to time.

(JJ) Indemnification: Any loss or damage incurred by the Association by breach of any restriction herein shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectible and enforceable Assessments.

(KK) Enforcement of Restrictions: The Association, through its Board of Directors, officers and the A.R.B., shall have the authority to enforce those restrictions imposed under this Article XI, and failure to do so shall not be deemed a waiver of the right of enforcement.

ARTICLE XII

INDEMNIFICATION OF OFFICERS, DIRECTORS

AND MEMBERS OF THE A.R.B.

Every officer of the Association, director of the Association and member of the A.R.B. shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not his is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors

approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

ARTICLE XIII

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

SECTION 1. AUTHORITY TO PURCHASE; NAMED INSURED: All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Insurance Trustee designated by the Association individually, and as agent for the Association, the Members without naming them, mortgagees, and the Commercial Parcel Owner as to that portion of the entrance road described in Exhibit "D" hereto, if such road is not dedicated to the public. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any mortgagees and to the Commercial Parcel Owner. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members, mortgagees and the Commercial Parcel Owner, as their interests may appear. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association.

The Owners of Lots may purchase insurance on their individual dwellings.

SECTION 2. COVERAGE:

(A) **Casualty Insurance:** All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(B) Public Liability Insurance: The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association, the Members and the Commercial Parcel Owner, as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000 each incident. The liability insurance shall include, but not be limited to, hired and non-ownee automobile coverage.

(C) Workmen's Compensation Insurance: The Association shall obtain Workmen's compensation Insurance in order to meet the requirements of law, as necessary.

(D) Flood Insurance: The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

(E) Other Insurance: The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

(F) Subrogation Waiver: If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association, the Commercial Parcel Owner and their respective servants, agents and guests.

SECTION 3. PREMIUMS: Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of General Assessments.

SECTION 4. ASSOCIATION'S POWER TO COMPROMISE CLAIMS: The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XIV**RECONSTRUCTION OR REPAIR AFTER CASUALTY**

SECTION 1. DETERMINATION TO RECONSTRUCT OR REPAIR: If any part of the Common Property or the Association Property shall be damaged by casualty, the Association shall be obligated to reconstruct or repair the property.

SECTION 2. PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Board of Directors of the Association.

SECTION 3. ESTIMATES OF COSTS: Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

SECTION 4. SPECIAL ASSESSMENTS: The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

ARTICLE XV**CONSERVATION AREA - PROHIBITED ACTIVITIES**

Activities prohibited within the Conservation Areas include but are not limited to construction or placing of buildings on or above the ground, dumping or placing soils or other substances

such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wild life habitats, conservation or preservation without prior approval of the South Florida Water Management District.

ARTICLE XVI

GENERAL PROVISIONS

SECTION 1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable to Declarant, the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty (20) years from the date this Declaration is recorded in the public records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restriction, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the member in violation, provided such proceeding results in finding that such member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

SECTION 2. ANNEXATION. Additional residential property, Association Property and Common Property may be annexed to the Property with the consent of two-thirds (2/3) of each Class of Members; provided,

however, that additional lands may be annexed by the Declarant without the consent of such Members within ten (10) years from the date of recording of this Declaration in the public records of Palm Beach County, Florida, so long as the FHA and VA have determined that such annexation of additional property is in accord with the general plan hereafter approved by them.

SECTION 3. FEDERAL HOUSING ADMINISTRATION (FHA AND VETERANS ADMINISTRATION APPROVAL). As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties and dedication of Common Property not in conformity to the overall plan of development, and amendment of this Declaration of Covenants, Conditions and Restrictions. Approval shall be given to any annexation which is substantially in accordance with a general plan of development hereafter approved by the Federal Housing Administration and the Veterans Administration.

SECTION 4. COMPLIANCE WITH APPLICABLE LAWS. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Palm Beach County.

SECTION 5. NOTICES. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

SECTION 6. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

SECTION 7. AMENDMENT.

A. This Declaration may be amended at any time and from time to time upon the execution by the Association and recordation of an instrument approved by two-thirds (2/3) of the Members voting in person or by proxy at a duly called meeting for such purpose.

B. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development

and/or the Veterans Administration to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration of Covenants, Conditions and Restrictions, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all Owners of any such proposed changes for the purpose of Owners submitting objections to such government agencies.

C. Any amendment to this Declaration which would affect the surface Water Management System, including the water management portions of the Association Property and the Common Property, must have the prior approval of the South Florida Water Management District or any successor agency having jurisdiction or other appropriate governmental authority.

D. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

SECTION 8. VENUE. The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Palm Beach County, Florida.

SECTION 9. ASSIGNMENT. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or the Association, as the case may be, and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment, Declarant and/or the Association shall be relieved and released of all responsibility hereunder.

SECTION 10. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

SECTION 11. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Declarant and the Association have caused these presents to be executed as required by law on this 23 day of September, 1987.

Signed, sealed and delivered in the presence of:

[Signature]
Mary E. Moore

[Signature]
Mary E. Moore

BMC DEVELOPMENT AT WOODS WALK, INC.

By:

[Signature]
GENARO R. GARCIA, Vice President

WOODS WALK HOMEOWNER'S ASSOCIATION, INC.

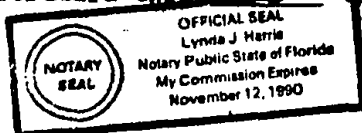
By:

[Signature]
GENARO R. GARCIA, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared GENARO R. GARCIA, well known to me, and, well known to me to be the Vice President of BMC DEVELOPMENT AT WOODS WALK, INC., a Florida Corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23 day of September, 1987.

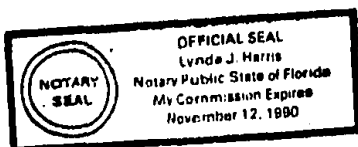


[Signature]
NOTARY PUBLIC
My Commission Expires

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared GENARO R. GARCIA, well known to me, and, well known to me to be the President of WOODS WALK HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23 day of September, 1987.



[Signature]
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"**LEGAL DESCRIPTION**

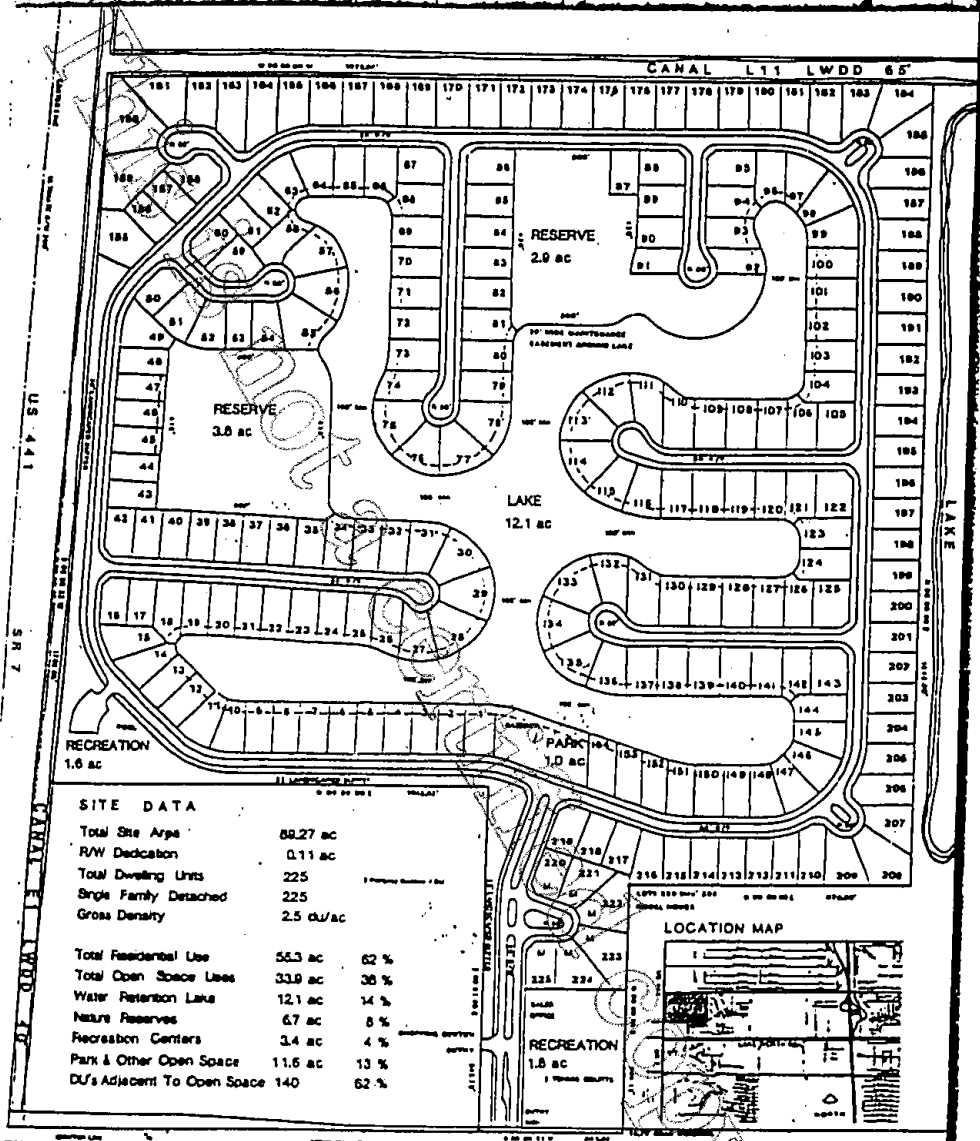
Parcel of land situate in Block 25 of "Palm Beach Farms Co. Plat No. 3" as recorded in Plat Book 2, pages 45 - 54 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 47 OF SAID BLOCK 25; THENCE N90°00'00"E, ALONG THE SOUTH LINE OF SAID TRACT 47 AND ALSO ALONG THE PERIMETER OF CYPRESS TRAILS, P.U.D., AS RECORDED IN PLAT BOOK 42, PAGES 28 - 30 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 675.00 FEET TO A POINT ON THE CENTERLINE OF AN ABANDONED PALM BEACH FARMS RIGHT-OF-WAY BEING 30.00 FEET IN WIDTH; THENCE N00°00'00"E, ALONG SAID CENTERLINE A DISTANCE OF 1945.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. L-11, AS RECORDED IN OFFICIAL RECORD BOOK 3716, PAGE 689 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N90°00'00"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF TRACTS 33, 34 AND 35 OF SAID BLOCK 25, A DISTANCE OF 1973.79 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT EQUALIZING CANAL NO. E-1 AS RECORDED IN OFFICIAL RECORD BOOK 3716, PAGE 689 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S02°53'34"W, ALONG A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TRACTS 35, 36 AND 49 OF SAID BLOCK 25, A DISTANCE OF 1707.98 FEET; THENCE N89°59'00"E, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 1042.89 FEET; THENCE S00°01'00"E A DISTANCE OF 843.94 FEET; THENCE N89°59'00"E, ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF LAKE WORTH ROAD AND ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID LAKE WORTH ROAD, AS SHOWN ON THE LAKE WORTH ROAD R/W MAP RECORDED IN R.B. 1, PAGES 128 - 134, OF THE PALM BEACH COUNTY PUBLIC RECORDS, A DISTANCE OF 341.85 FEET; THENCE N00°00'00"E A DISTANCE OF 604.35 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 89.307 ACRES, MORE OR LESS.

EXHIBIT "B"

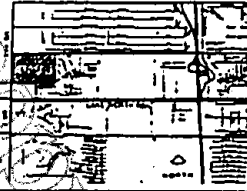


SITE DATA

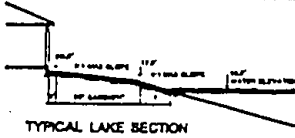
Total Site Area	88.27 ac
R/W Dedication	0.11 ac
Total Dwelling Units	225
Single Family Detached	225
Gross Density	2.5 du/ac

Total Residential Use	56.3 ac	62 %
Total Open Space Uses	33.9 ac	38 %
Water Retention Lake	12.1 ac	14 %
Nature Reserves	6.7 ac	8 %
Recreation Centers	3.4 ac	4 %
Park & Other Open Space	11.6 ac	13 %
DU's Adjacent To Open Space	140	62 %

LOCATION MAP



Housing Category Type: Cat. A
 Minimum Lot Size: 65' x 116'
 Single Family Detached 7,500 sq ft
 Landscaping To Comply With
 Landscape Code Sec. 500.35
 2,500 Trees Required, Or
 Tree Preservation Credit



Date 20 NOV 86
 Draw 86 204
 Scale 1" = 100'

5 19 & 30 T 44S & 42E Zoning Petition No: 85 71 A
WOODS WALK P.U.D.
 PALM BEACH COUNTY

SITE PLAN
 WOODMAN & ASSOCIATES, INC.
 1000 W. WARE, P.O. BOX 100
 PALM BEACH, FL 33411

EXHIBIT "C"**LEGAL DESCRIPTION**

Parcel of land situate in Block 25 of "Palm Beach Farms Co. Plat No. 3", as recorded in Plat Book 2, pages 45 - 54 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMERCIAL PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF TRACT 50 OF SAID BLOCK 25; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID TRACT 50, A DISTANCE OF 40.05 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT EQUALIZING CANAL NO. E-1 AS RECORDED IN OFFICIAL RECORD BOOK 3716, PAGE 689 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N02°53'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.50 FEET; THENCE N89°59'00"E, DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1042.89 FEET; THENCE S00°01'00"E A DISTANCE OF 843.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH ROAD; THENCE S89°59'00"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID LAKE WORTH ROAD, AS RECORDED IN R.B. 1, PAGES 128-134, OF THE PALM BEACH COUNTY PUBLIC RECORDS, A DISTANCE OF 1125.82 FEET TO THE WEST LINE OF SAID TRACT 50; THENCE N02°53'34"E A DISTANCE OF 605.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND

COMMENCING AT THE NORTHWEST CORNER OF TRACT 50 OF SAID BLOCK 25; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID TRACT 50, A DISTANCE OF 40.05 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT EQUALIZING CANAL NO. E-1 AS RECORDED IN OFFICIAL RECORD BOOK 3716, PAGE 689 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N02°53'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.50 FEET; THENCE N89°59'00"E, DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 742.89 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING N89°59'50"E A DISTANCE OF 300.00 FEET; THENCE S00°01'00"E A DISTANCE OF 600.00 FEET; THENCE S89°59'00"W A DISTANCE OF 300.00 FEET; THENCE N00°01'00"W A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAIN 17.045 ACRES, MORE OR LESS.

EXHIBIT "C"**LEGAL DESCRIPTION**

Parcel of land situate in Block 25 of "Palm Beach Farms Co. Plat No. 3", as recorded in Plat Book 2, pages 45 - 54 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMERCIAL PARCEL B-1

COMMENCING AT THE NORTHWEST CORNER OF TRACT 50 OF SAID BLOCK 25; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID TRACT 50, A DISTANCE OF 40.05 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTANCE EQUALIZING CANAL NO. E-1 AS RECORDED IN OFFICIAL RECORD BOOK 3716, PAGE 689 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N02°53'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.50 FEET; THENCE N89°59'00"E, DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 742.89 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING N89°59'50"E A DISTANCE OF 300.00 FEET; THENCE S00°01'00"E A DISTANCE OF 600.00 FEET; THENCE S89°59'00"W A DISTANCE OF 300.00 FEET; THENCE N00°01'00"W A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4.132 ACRES, MORE OR LESS.