

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John Rossin & Burr, PLLC
1604 Forum Place, Suite 700
West Palm Beach, FL 33401
Tel: 561-655-8994
Return Document via will call box #110

**CERTIFICATE OF AMENDMENT TO THE
SAN SAVINO TOWNHOMES DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS CERTIFICATE OF AMENDMENT TO THE SAN SAVINO TOWNHOMES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by
the MELEAR POD "B" HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the San Savino Townhomes Declaration of Covenants, Conditions
and Restrictions was recorded commencing at Official Records Book 11929, Page 1547
of the Public Records of Palm Beach County, Florida ("Declaration"), and established
covenants running with the land therein described.

WHEREAS, Article XV, Section 4 of the Declaration provides that the Declaration
may be amended by an instrument signed by not less than thirty percent(30%) of the
Lot Owners.

WHEREAS, the Association desires that the Amendment, attached hereto as
Exhibit "A", to the Declaration be certified of record as notice to all current and future
owners of property subject to the Declaration.

NOW, THEREFORE, the President and Secretary of the Association hereby
certify that:

1. The Amendment, attached hereto as Exhibit "A", to the Declaration,
attached hereto as Exhibit "A", has been approved and adopted by an instrument
signed by greater than thirty percent(30%) of the Lot Owners.

2. The Board of Directors of the Association has approved and adopted the
attached Amendment.

3. The attached Amendment has been duly approved and adopted by the
Association. The approval and adoption of the Amendment appears in the minutes of
the Association, and said approval and adoption is unrevoked. The attached

Amendment shall run with the real property subject to the Declaration, and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate this 11 day of May, 2015.

Witnesses (as to both):

[Signature]
Witness Signature
Danielle Backus
Printed Name

MELEAR POD "B" HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Signature
Printed name: Kim Wiecker
Association President

[Signature]
Witness Signature
Brian Knapp
Printed Name

Attest: [Signature]
Signature
Printed name: Nicholas D. Patronas
Association Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Kim Wiecker as President, and Nicholas Patronas Secretary of the Melear Pod "B" Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.



SCOTT STRALEAU
MY COMMISSION # FF 001500
EXPIRES: March 24, 2017
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

EXHIBIT "A"

AMENDMENT TO THE SAN SAVINO TOWNHOMES DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

[Added language is underlined.]

Article XIV, Section 1 of the Declaration of Covenants shall be amended to read as follows:

"ARTICLE XIV
RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1 Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Townhomes shall also be subject to the prior written approval of the Association. The Association shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than one (1) year. The prior written approval of the Association for a lease shall not apply to Lots and/or Townhomes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Townhome through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association).

No Owner may lease the Owner's Lot during the first one (1) year period of ownership measured from the date the Owner receives title to the Lot. After the first one (1) year period of ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations. If a Lot is leased, and the Owner seeks to sell or otherwise convey the Lot, the Owner shall, prior to closing and conveyance of the Lot, terminate the lease and remove the tenant(s). A purchaser may not purchase a Lot subject to an existing lease, because purchasing a Lot subject to an existing lease would violate the prohibition on leasing during the first one (1) year period of ownership. This prohibition on leasing during the first one(1) year period of ownership shall not apply to a Lot owned by the Association.

Prepared by and return to:
Robert B. Burr, Esq.
Levine & Burr, Attorneys
2500 N. Military Trail, Suite 490
Boca Raton, FL 33431

CFN 20050682643
OR BK 19484 PG 1922
RECORDED 11/03/2005 07:45:58
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1922 - 1925; (4pgs)

**CORRECTION TO CERTIFICATE OF AMENDMENT TO THE
SAN SAVINO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS CORRECTION TO CERTIFICATE OF AMENDMENT TO THE SAN SAVINO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 12 day
of October, 2005 by the MELEAR POD "B" HOMEOWNERS ASSOCIATION, INC.
("Association")

WITNESSETH:

WHEREAS, the San Savino Declaration of Covenants, Conditions and Restrictions was
recorded commencing at Official Records Book 11929, Page 1547 of the Public Records of Palm
Beach County, Florida, and established covenants running with the land therein described.

WHEREAS, there was a Certificate of Amendment dated September 17, 2002 recorded at
Official Records Book 14231, Page 1472 of the Public Records of Palm Beach County, Florida, and
that Certificate of Amendment contained incorrect Official Records Book and Page numbers when
referring back to the San Savino Declaration of Covenants, Conditions and Restrictions. The
Certificate of Amendment is attached hereto as Exhibit "A."

WHEREAS, the Association records this Correction to Certificate of Amendment to make
the correction on the above referenced Certificate of Amendment that the San Savino Declaration
of Covenants, Conditions and Restrictions ("Declaration") was recorded commencing at Official
Records Book 11929, Page 1547 of the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The above referenced Certificate of Amendment attached hereto as Exhibit "A" is
corrected to state that the San Savino Declaration of Covenants, Conditions and Restrictions
("Declaration") was recorded commencing at Official Records Book 11929, Page 1547 of the Public
Records of Palm Beach County, Florida.

2. The Amendments attached as part of Exhibit "A" hereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 12 day of
October, 2005.

Witnesses (as to both):

Kim Wieder
Witness Signature
Kim Wieder
Print Name

MELEAR POD "B" HOMEOWNERS
ASSOCIATION, INC.

By: Wayne D. Segal
Signature
WAYNE D. SEGAL
Printed Name

[Signature]
Witness Signature
Scott Skalaew
Print Name

Attest: [Signature]
Signature
Kim Wieder
Printed Name
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12 day of October, 2005, by Wayne Rogers, as President, and Kim Wieder, as Secretary of the Melear Pod "B" Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.

[Signature]
NOTARY PUBLIC, State of Florida

Not a certified copy

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way
Suite 103
Ft. Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAN SAVINO TOWNHOMES

WE HEREBY CERTIFY THAT the attached amendment the Declaration of Covenants, Conditions and Restrictions for San Savino Townhomes, as described in Official Records Book 11929 at Page 1466 of the Public Records of Palm Beach County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of August, 2002, at _____, Palm Beach County, Florida.

By: Wayne M. Segal

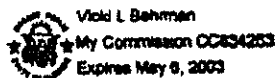
Print: WAYNE M. SEGAL

Attest: [Signature]

Print: Derek M. Webb

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of September, 2002 by Wayne Segal as President and Derek Webb as Secretary of _____, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC

sign [Signature]

print _____
State of Florida Community Insurance, Inc.

1401 N. Palm Beach Blvd.
Suite C-100
Palm Beach, FL 33413

My Commission Expires:



AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAN SAVINO TOWNHOMES

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

ARTICLE I

DEFINITIONS

Section 15. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding including the Common Area, and any improvements located thereon.

ARTICLE XV

GENERAL PROVISIONS

Section 18. Any damage to Association Property, including the recreational areas, which is caused by any Unit Owner or their family member, guests, invitees, tenants or contractors shall be repaired or replaced by the Association, the cost of which shall be deemed to be a special assessment against the Unit of the Owner or family member, guest, invitee, tenant or contractor who caused the damage. The Association shall have a lien against the Unit Owner's Property collectable in the same manner as any other assessment pursuant to Article VI herein.

RULES AND REGULATIONS

MELEAR POD B HOMEOWNERS' ASSOCIATION, INC. A/K/A SAN SAVINO

LOTS & TOWNHOMES:

1. No Lot shall be used except for residential purposes.
2. No "temporary structures" including, but not limited to, tents, sheds, storage containers, trailers, etc. shall be placed on any Lot at any time.
3. No sign of any kind shall be displayed to the public view on any Lot, except one (1) sign of not more than 18" x 24" advertising that property for sale or rent. Security signs shall be exempted from this restriction.
4. No flags or banners other than one (1) American Flag, which size and location is subject to approval by the Board, may be flown, displayed, etc. from the Units. Any permanent installation of a flagpole is also subject to approval by the Board.
5. Only gas or electric grills may be used within the screened patios. Grills may not be kept or stored on the Lots. Residents who use grills shall be responsible to clean or paint over any smoke discoloration, which may result from such activities.
6. Residents shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, yard area or on Association Property, except for propane tanks associated with barbecue grills or for substances used for normal household or yard maintenance use.
7. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association).
8. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner nor occupant shall play or permit to be played any musical instrument nor operate or permit to be operated a phonograph, television, radio or sound

amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrument instruction at any time, which disturbs other residents.

9. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, or which would adversely affect the insurance rates for the Property.
10. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the facade or any Townhouse.
11. No "window box" air conditioners shall be installed in any Townhouse Unit.
12. No external window covering, reflective or other covering may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Association.
13. No septic tanks or individual wells will be permitted on any Lot.
14. The personal property of Unit Owner and occupants must be stored in their respective Units.
15. The sidewalks, and like portions of the Common Elements, shall not be obstructed or used for any purpose other than for ingress and egress to any from the Property, nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored on the Common Elements.
16. Hurricane Shutters may not be put up until such time that a Hurricane Warning has been issued. Shutters must be removed within 72 hours after any hurricane has passed through and calm weather appears.
17. No trees, shrubbery or landscaping shall be removed or added to or from the Lots without prior written consent of the A.R.B. In addition, no change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.
18. All door-to-door solicitations, whether commercial or charitable, is prohibited.

TRASH AND OTHER MATERIALS:

1. Unit Owners shall regularly pick up all trash on or around their Lot on a regular basis. Trash and garbage shall not be allowed to accumulate.
2. Trash, garbage or other waste shall be kept in a sanitary, covered container (provided by the City of Boynton Beach). Such containers shall be kept in a clean and sanitary condition.
3. Containers shall only be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. All trash containers and recycling bins shall be removed after the pick-up on the day of collection.
4. In accordance with the City of Boynton Beach code, and with the Association Documents, trash containers may not be visible from the street except on the days of collection. Therefore, each unit owner shall be required to keep their trash container either a) within their garage, or b) behind the Bird of Paradise plant located on the side of their garage in the planting bed. Trash containers may not be kept in the front of the garage area where they are visible from the street.
5. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate in the Community.

ANIMALS AND PETS:

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to two (2) household pets in total (and not of each type) consisting of dogs (except pit bulls), cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
2. Other permitted pets shall include caged domesticated birds, hamsters, gerbils, ferrets, guinea pigs, aquarium fish, domesticated rabbits and pets normally maintained in a terrarium or aquarium.
3. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community including the Town home, Lot and Association property. "Unusual Pets" shall include, but not be limited to, livestock, poultry, horses, reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds or other creatures not maintained in a terrarium or aquarium. Pit bulls are classified as an unusual pet and are, therefore, prohibited.
4. Pets shall not be left unattended outside the home or on rear patios while the

Unit Owner or Occupant is not present. No pet shall be kept tied up outside of a Unit.

5. Unit Owner shall not permit dogs to bark while on a patio at any time of the day. If a pet dog is barking while outside, the Unit Owner shall bring the pet inside promptly so as not to create a noise disturbance for neighbors.
6. All dogs shall be walked on a leash and fully controlled by their owners at all times.
7. Any solid animal waste shall be immediately picked up and removed by the Owner. No solid waste shall be deposited on or within the Community common property.
8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

PARKING

1. As per the Association documents, there shall be no parking on any portion of any sidewalk, grass or street within the Property.
2. Unit Owners and Residents may not park their vehicles in the guest parking area adjacent to the pool, unless it is done to accommodate a guest with a current and legal handicapped parking sticker.
3. Guests who cannot park their vehicles in the driveway should be directed to park in the guest parking area adjacent to the pool.
4. If no guest parking spaces are available at that time, parking shall be permitted in the area in front of the Unit Owner's driveway until 12:00 midnight, provided that it is parked in such a manner that neither the sidewalk or the street is substantially blocked from either pedestrian or vehicular traffic, and it does not create a problem for another Unit Owner in entering or exiting their driveway.
5. Vehicles illegally parked next to a fire hydrant, blocking the entrance or exit to the property, blocking the ingress or egress to another Unit's driveway, or parked in such a manner so as to create a safety hazard shall be subject to immediate towing, without notice, at the vehicle owner's sole risk and expense.
6. Commercial Vehicles, as defined in the Association's documents, may not

utilize guest parking spaces unless on the property to perform maintenance or repairs during normal business hours.

7. Vehicle Owners in violation of the parking rules which do not create a safety hazard will be given an initial warning. Additional violations will invoke a fine/penalty schedule for each additional violation as outlined in the attached Fines and Violations section.
8. The speed limit within the Community is 15 MPH.

USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS.

General Use of Common Areas:

1. Unit Owners shall inform all family members, guests, invitees and tenants of the Rules and Regulations.
2. Unit Owners are responsible for the actions of their family members, guests, invitees, tenants, contractors, agents, etc.
3. Any damage to Association Property, including the recreational areas, which is caused by any Unit Owner, family member, guests, invitees, tenants, contractors, agents, etc. shall be repaired or replaced at the expense of the Unit Owner.
4. The use of Recreational areas shall be at the risk of those involved.
5. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreational Areas.
6. Unit Owners, their family members, guests, invitees, tenants, contractors, etc. shall remove or dispose of all rubbish, garbage, trash, refuse or other waste materials generated within any recreational facility or other Association Property.

Pool Area Use

7. There is no lifeguard on duty. All persons using the pool do so at their own risk. The Association and its Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of, or in connection with, the use of the pool and/or the pool area. Persons using

the pool or pool area agree not to hold the Association or the Board liable for any such loss or damage.

8. Pool hours are from dawn to 10:00 p.m. No use of the pool before 8:00 a.m. will be permitted if it is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the pool.
9. Children under the age of 14 shall be accompanied at all times by a resident or a supervising adult over the age of twenty-one (21).
10. Wheelchairs, strollers, child waist and arm flotation devices and "noodles" shall be permitted in the pool area. However, rafts or other sizeable flotation devices are not permitted in the pool or pool area with prior approval of the Board.
11. All Unit Owners, Residents and their guests shall abide by the Rules that are posted at the Pool Pavilion.

Code of Conduct for the Pool:

12. Nudity is not permitted.
13. No children under three years of age shall be allowed in the swimming pool unless toilet trained and accompanied at all times by an adult. Any person wearing diapers, swim diapers or rubber pants over diapers are prohibited from being in the swimming pool.
14. No food or alcoholic beverages or beverages in glass or breakable containers shall be permitted within the pool area. Food is permitted at the picnic area only.
15. No roller skates, skate boards, roller blades, bicycles, scooters, balls of any kind, scuba gear, Frisbees and other play or exercise equipment shall be permitted in the pool area.
16. No dunking, pushing, rough play, profane language, diving or jumping into the pool shall be permitted.
17. No radio, tapes or CD players or portable televisions shall be permitted in the pool area without the use of headphones.
18. Smoking in the pool area shall be restricted to a designated area, which shall

be clearly marked.

19. All gates shall be kept closed and in the locked position at all times.

Pool Health and Safety Considerations:

20. All bathers must shower before entering the pool.
21. Diapers must be put in plastic bags and disposed of outside the pool area.
22. No soaps, shampoos or personal care products shall be used in the pool.
23. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
24. All personal belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost, stolen or destroyed.
25. Residents should remove all rubbish, garbage, trash, refuse or other waste materials from the pool area when they leave.
26. A three foot wide section around the pool area coping shall be kept clear of all chairs, tables, personal property, food, etc. at all times.
27. No animals are permitted in the pool area except for aide dogs.
28. None of the gates shall be blocked at any time.

Use of Pool Furniture:

29. Pool furniture shall not be removed from the pool area.
30. Pool furniture shall not be reserved for anyone not in the pool area.
31. Towels shall be placed on pool furniture when in use.

Barbeque/Picnic Area:

32. Use of this area is on a first come/first serve basis unless reserved, in advance, with the Managing Agent.
33. Unit Owner must remove all trash, garbage, etc. (especially food items) when

leaving the area.

34. The use of alcoholic beverages in this area is prohibited.

This Instrument Prepared By:
Juan E. Rodriguez, Esquire
SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
2550 Brickell Bay View Centre
80 S.W. 8th Street
Miami, Florida 33130

SAN SAVINO TOWNHOMES

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION,

Made on the date hereinafter set forth by CONTINENTAL HOMES OF FLORIDA, INC., a Florida corporation, whose mailing address is 8000 Governors Square Boulevard, Suite 101, Miami Lakes, Florida 33016, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of the property described in Exhibit "A" located in Palm Beach County, Florida; and

WHEREAS, Declarant will convey Lots, as the term is hereinafter defined, in the said property, subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the above described property is hereby made subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any rights, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Melear Pod B Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Association" shall mean and refer to Melear Pod B Homeowners' Association, Inc., a non-profit Florida corporation, also known as San Savino Townhomes Homeowners' Association, Inc., its successors and assigns.

Section 3. "By-Laws" shall mean and refer to the By-Laws of Melear Pod B Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and all improvements constructed thereon, and includes the Limited Common Area as hereinafter defined and specifically excludes the Lots as such term is hereinafter defined. The Common Area is more particularly described in Exhibit "A-1" attached hereto and made a part hereof.

Section 5. "Declarant" means Continental Homes of Florida, Inc., a Florida corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Palm Beach County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 6. "Declaration" shall mean and refer to this instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other document as San Savino Townhomes Declaration of Covenants, Conditions and Restrictions.

Section 7. "Development Period" shall mean the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to an outside purchaser.

Section 8(a). The term "Institutional First Mortgagee" means a bank, or savings and loan association, or any insurance company, or credit union, or pension fund, or real estate trust, or any other party which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Townhouse, and shall include any corporate subsidiary of such entity.

(b). The term "Institutional First Mortgage" means a mortgage executed in favor of a bank, or a savings and loan association, or any insurance company, or credit union, or a pension fund, or a real estate trust, or any other party engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Townhouse.

Section 9. "Limited Common Area" shall mean and refer to those parking spaces designated as the parking spaces for a particular Lot and shall exclude those parking spaces designated for guest parking, if any.

Section 10. "Lot" is a designated lot within the Property or any property annexed thereto and becoming a part of the Property, conveyed or to be conveyed to an Owner upon which there has been constructed or may be constructed a Townhouse.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligations.

Section 13. "Plat" is Melear P.U.D. according to the Plat thereof recorded among the Public Records of Palm Beach County, Florida.

Section 14. "Property" shall mean and refer to the property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 15. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Common Area, and any improvements located thereon.

Section 16. "Townhome" or "Townhouse" shall mean and refer to the single family dwelling constructed upon and including the Lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance instrument or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and the subjecting of the Property to the conditions and easements contained herein shall not be construed in any way and shall never inhibit or prohibit the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest

required for membership by Article III, PROVIDED, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when ninety (90%) percent of the Lots have been conveyed to outside third-party purchasers; or
- (b) on December 31, 2004; or
- (c) Thirty (30) days after Declarant elects to terminate the Class B membership.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Townhouse has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member no less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held, provided however that such dedication or transfer shall be subject to easement of ingress and egress in favor of the Owners.
- (c) The right of the individual Members and/or Owners guests or invitees (and not the individual Members and/or Owners) to use certain parking spaces located in the Common Area, if any, as provided for in Section 3, herein;
- (d) The right of the individual Members and/or Owners to use the mailbox located in the Common Area and designated by the Association or the Declarant for use by each Townhouse, as provided in Section 7 herein;
- (e) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities broadband communications, cable television and other common services purposes;

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

Section 2. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens prior to the conveyance of the first Lot to a third party.

Section 3. Parking Rights. The ownership of any Lot shall entitle the Owner, or Owners, thereof to the exclusive use of two parking spaces designated as the parking spaces for the Townhouse on a particular Lot. This limitation is absolute, and notwithstanding any other provisions contained herein, may never be removed from or abrogated by the Owner, from time to time, of the individual Lot. Additionally, there may be other parking spaces within the Common Area which shall be designated for guests and invitees and not deemed Limited Common Areas, and which shall be for the general use of guests and invitees of Members/Owners, subject to the provisions and restrictions contained herein.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary the property rights under this Article V shall be subject to:

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

or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduits and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

- (c) The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area during such time as the Declarant is engaged in any construction or improvement work on or within the Property; and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction;
- (d) The Declarant shall have full rights of ingress and egress to and through the Common Area during such time as the Declarant is engaged in any construction or improvement work on or within any property contained within the Plat, including the adjoining development known as Borgata, which property is contained within the Plat; and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction; and
- (e) The Declarant shall have full right to assign all of its right, title and interest in the Property both as Declarant and as a member of the Association to another party by the execution and recording of a proper instrument in the Public Records of Palm Beach County, Florida. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot.

Section 5. No Dedication to Public Use. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 6. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 7. Mailbox on Common Areas. There will be located on portions of the Common Areas, to be designated by Declarant in accordance with United States Postal Service requirements, mailboxes to serve certain Lots which shall be designated by the Declarant or the Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance

(including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges; and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the capital annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association; and (3) any regular assessments or charges to effect payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. The personal obligation shall not pass to the successors in title unless expressly assumed by such successors.

Section 2. Purpose of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of prompting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: the maintenance and operation of the entrance feature to be erected (if any) to the Property; the maintenance of the Common Area; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area, and services and facilities related to the use and enjoyment of the Common Area.

Section 3. Basis of Annual Assessments. Until December 31, 2000 the monthly assessment shall be the amount as set forth in the initial budget of the Association for its initial year of operation. From and after January 1, 2001, the annual assessment shall be determined in accordance with the Articles of Incorporation and By-Laws of the Association taking into account current maintenance costs and future needs of the Association. The maintenance costs shall include and shall mean all operating costs of the Association, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, payment of any personal property taxes on the Common Area, and obligations with respect to the Townhouses. Included as an item in the budget for the Association are payments to be made by the Association to the Melear Pod A Homeowners' Association, Inc. (the "Borgata Association") to reimburse the Borgata Association for the Association's share of the littoral shelving, upland mitigation and drainage easements being maintained by the Borgata Association which littoral shelving, upland mitigation and drainage easements benefit the Property. The annual assessment shall also include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or any personal property owned by the Association or obligations of the Association for the repainting of the exterior of the Townhouses, and for which payments are to be made in regular installments rather than by special assessment.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association

may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED that any such assessments shall have the assent to 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 this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or semi-annual basis as determined by the Board of Directors. Payments of all assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence of the meeting of Members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual 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 date shall be established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the annual assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such assessment. Additionally, the Board of Directors of the Association may at its discretion impose the maximum late fee allowed under Florida Statutes for each month that assessments are delinquent, and notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 9. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in constant monthly or quarter annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Certificate of Occupancy. Notwithstanding any term or provision contained in this Declaration to the contrary, the assessments described in this Article VI shall commence as to the individual Townhome(s) being assessed after a Certificate of Occupancy or its equivalent has been issued by the applicable governmental authority having jurisdiction thereof. No assessments will be due on a Townhome or Lot until such time as the Certificate of Occupancy or its equivalent has been issued for said Townhome.

ARTICLE VII

CAPITAL CONTRIBUTION

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

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or

maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 45-day period, said plans shall be deemed approved. All changes, alterations, maintenance and repairs shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Townhouse shall be further conditioned on compliance with Metropolitan Palm Beach County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval

("Applicant") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If a noncompliance exists, Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a *continuing lien* and run with the land on the Owner's Property if not paid within thirty (30) days after announcement and may be enforced in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Townhome, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under this Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Association.

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant.

ARTICLE IX

USE RESTRICTIONS

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

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

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

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to two (2) household pets in total (and not of each type) consisting of dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

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

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

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

Section 8. Parking. There shall be no parking on any portion of any sidewalk, grass or street within the Property. There shall not be parked upon any of the parking spaces set aside for general use within the Common Area, if any, any trailer, commercial vehicle, recreational vehicle, boat or boat trailer. This restriction shall not be deemed to limit the use of such parking areas, if any, for service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes and shall be further defined, but not limited to, any motor vehicle, or any vehicle,

motorized or otherwise, clearly designed for a purpose other than the transportation of persons, including, but not limited to, pick-up trucks, modified automobiles or trucks or conversion flatbed automobiles which clearly contain materials regularly used in trade or business. Such materials may include, but are not limited to, ladders, scaffolding, mechanical or trade tools, supplies or any other such materials which would represent commercial activity.

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

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

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

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

ARTICLE X

EASEMENTS

Section 1. Ingress and Egress and Utility Easements. Easements for ingress and egress and for the installation and maintenance of all utilities and drainage facilities are reserved. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 2. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any Townhouse, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Townhouse, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Townhouse is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

ARTICLE XI

PROVISIONS RESPECTING TOWNHOUSES

Section 1. Wherever one Townhouse is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Townhouses with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Townhouses. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Townhouse. Any repairs, maintenance and the like, including

repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within his Townhouse shall be the obligation of that Owner. The Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Townhouse Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Townhouse Owners for the negligence or negligent acts of the Townhouse Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Townhouses, their successors and assigns.

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

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

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

Section 5. It shall be the duty of the Association to undertake periodic repair of the surface of each drivestrip, in order to maintain a uniform appearance and to maintain the high standards of maintenance within the community. The Association shall have the sole discretion to determine the time at which said maintenance shall take place and the manner of its completion. The Association shall be entitled to reimbursement from the individual Owner where the maintenance is required as a result of the deliberate or repeated negligent acts of the Owner.

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

described in the party-wall agreement in Section 1 above.

ARTICLE XII

PROVISIONS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one vote for each Institutional First Mortgage owned): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Areas by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Areas; the material change in the method of determining the assessment or other charges that may be levied against an Owner; the waiver or abandonment of any scheme of regulation or the enforcement thereof, pertaining to the architectural design or control of the exterior appearance of the Townhouses constructed upon the Property, or pertaining to the maintenance of the Common Areas and any fences, driveways or lawns located thereon; the failure of the Association to maintain fire and extended coverage on the Common Areas and any insurable improvements thereon in an amount that shall not be less than one hundred percent (100%) of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Areas, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of such Common Areas and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Areas.

Section 2. The holder of record of an Institutional First Mortgage on any Lot in the Property may, singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default, and who may or have become a charge against the Common Areas; pay overdue premiums on hazard insurance policies for the Common Areas; or secure new hazard insurance coverage for the Common Areas after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payment advance, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be liable for any unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Institutional First Mortgagee, of any of such Owner's obligations

pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who succeeds the Declarant in title to any portion of the Property, or acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the terms or restriction of the Declaration to the same extent that Declarant would be exempt from such terms or restrictions.

Section 7. Any agreement for professional management, or any other contract providing for services of the Developer may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of termination fee on ninety (90) days or less written notice.

ARTICLE XIII

ANNEXATION

Additional property may be annexed to the Property by the Declarant and become a part of the Property at any time during the Development Period and shall become a part of the Property subject to the jurisdiction of the Association and this Declaration.

ARTICLE XIV

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Townhomes shall also be subject to the prior written approval of the Association. The Association shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than one (1) year. The prior written approval of the Association for a lease shall not apply to Lots and/or Townhomes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Townhome through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association).

ARTICLE XV

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming

by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner institutes legal proceedings or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagee Lenders and shall become effective when executed by Declarant and recorded in the Public Records of Palm Beach County, Florida. After the Class B Membership has terminated, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than thirty (30%) percent of the Lot Owners. Any amendments must be properly recorded in the Public Records of Palm Beach County, Florida.

Section 5. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

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

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

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

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

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

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

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

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

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 6. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or By-Laws of the Association, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, and any lawful amendments thereto, shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Broadband Communications and Cable Television Services. Comcast Cablevision of West Palm Beach, Inc. ("Comcast") has the exclusive right to provide broadband communication services including cable television services to the Property. The Association shall have the right beginning four (4) years after Certificates of Occupancy have been issued for fifty (50%) percent of the Townhomes within the Property and any two (2) years thereafter to enter into a bulk bill addendum with Comcast. The bulk bill addendum will provide that "Preferred Basic Service", as said term is defined in the bulk bill addendum, will be available to all Owners with payment being a part of the annual assessment assessed to Owners.

Section 9. Littoral Shelving and Upland Mitigation. Littoral shelving and upland mitigation is required within certain areas of property within the Plat which littoral shelving and upland mitigation benefits the Property. The Borgata Association will maintain said littoral shelving and upland mitigation. The Association will reimburse the Borgata Association for its share of maintaining the littoral shelving and upland mitigation which amount will be determined by dividing the number of Lots within the

Property by the total number of lots within the Plat and multiplying that percentage by the annual cost of maintaining the littoral shelving and upland mitigation.

Section 10. Drainage. Surface water drainage is required within certain areas of the property within the Plat which surface water drainage benefits the Property. The Borgata Association will maintain the surface water drainage described above which is not contained in the Property. The Association will reimburse the Borgata Association for its share of maintaining the surface water drainage not contained within the Property which amount will be determined by dividing the number of Lots within the Property by the total number of lots within the Plat and multiplying that percentage by the annual cost of maintaining the drainage easement.

Section 11. Absolute Liability. No absolute liability shall be imposed upon individual owners for damage to the Common Area or to the Lots, including improvements, of others where maintained by the Association, whether caused by themselves, their families, guests or invitees. Their liability shall only be that for which they would be legally responsible under State Law.

Section 12. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 13. Association Meetings at Borgata Clubhouse. Subject to the terms and provisions of the Declaration of Covenants, Restrictions and Easements of Borgata (the "Borgata Declaration") recorded among the Public Records of Palm Beach County, Florida meetings of the Board of Directors of the Association and Members meetings may be held within the clubhouse facility in Borgata. However, said use is limited to not more than one Association meeting (be it Directors meeting or Members meeting) a calendar month at said clubhouse facility. A conference room, meeting area or other appropriate area will be used for said meeting depending on the anticipated number of people attending the meeting.

Section 14. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 15. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by United States Mail at the address of the dwelling situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant at:

8000 Governors Square Boulevard
Suite 101
Miami Lakes, Florida 33016

(or the official address of the Association
as may be designated from time to time.)

Section 16. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 17. Declaration Controlling. In the event of any conflicts between the provisions of this Declaration, the Articles and/or By-Laws, the terms and provisions of this Declaration shall control.

IN WITNESS WHEREOF, Continental Homes of Florida, Inc. have executed this Declaration, this ____ day of April, 2000.

Signed, sealed and delivered
in the presence of:

Continental Homes of Florida,
Inc., a Florida corporation

Name: _____

By: _____
Paul Romanowski, President

Name: _____

Attest: _____
Candace Sharpsteen,
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instruction was acknowledged before me this ____ day of April, 2000, by **Paul Romanowski**, as President and **Candace Sharpsteen**, as Secretary, of Continental Homes of Florida, Inc., a Florida corporation, on behalf of said Corporation. The foregoing persons identified themselves by producing their driver's license issued by the State of Florida.

Name: _____
Notary Public, State of Florida at Large

My Commission Expires:

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JOINDER

Melear Pod B Homeowners' Association, Inc., a not-for-profit Florida corporation, also known as San Savino Townhomes Homeowners' Association, Inc., whose mailing address is 8000 Governor's Square Blvd., Suite 101, Miami Lakes, Florida 33016, hereby approves and joins in the Melear Pod B Declaration of Covenants, Conditions and Restrictions and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

In Witness Whereof, Melear Pod B Homeowners' Association, Inc., also known as San Savino Townhomes Homeowners' Association, Inc., has executed this Joinder on this ____ day of April, 2000.

Signed, sealed and delivered
in the presence of:

Melear Pod B Homeowners'
Association, Inc.

Name: _____

By: _____
Michael Humphries, President

(Corporate Seal)

Name: _____

STATE OF FLORIDA)
 :SS.
COUNTY OF MIAMI-DADE)

The foregoing instruction was acknowledged before me this ____ day of April, 2000, by Michael Humphries, as President of Melear Pod B Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is personally known to me.

Name: _____
Notary Public, State of Florida
at Large

My Commission Expires:

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HAGER, WEINBERG & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

Certificate of Authorization L.B. No. 6772

PLATTING - CONDOMINIUMS - LAND DEVELOPMENT - CONSTRUCTION LAYOUT - BOUNDARY - TOPOGRAPHIC
3850 N.W. Boca Raton Blvd. Suite 3, Boca Raton, Florida 33431 Phone: (561) 395-3600 Fax: (561) 395-2237

SKETCH AND LEGAL DESCRIPTION SAN SAVINO - TOWNHOMES

Legal Description:

A parcel of land lying in the Northeast One-Quarter (N.E. 1/4) of Section 18, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 18; thence South 88°05'55" West, along the North Line of said Section 18, a distance of 953.73 feet; thence South 01°19'11" West, a distance of 1832.44 feet to a point on the Southerly Right-of-Way Line of Sandalwood Drive, said point being the **POINT of BEGINNING** of the parcel to be herein described; thence continuing South 01°19'11" West, a distance of 793.62 feet; thence South 87°55'18" West, parallel with and 15 feet North of, as measured at right angles to the South Line of the Northeast One Quarter (N.E. 1/4) of said Section 18, a distance of 743.93 feet; thence North 02°04'42" West, radial to the center of the next described circular curve to the left, a distance of 10.00 feet; thence Easterly, Northeasterly, Northerly and Northwesterly along the arc of said curve, having a radius of 50.00 feet and a central angle of 125°47'56", a distance of 109.78 feet to a point of tangency; thence North 37°52'38" West, a distance of 41.97 feet; thence North 18°20'00" West, a distance of 99.69 feet; thence North 19°53'45" East, a distance of 29.17 feet; thence North 01°12'19" East, a distance of 363.41 feet; thence North 44°09'00" East, a distance of 191.10 feet to a point of curvature of a circular curve to the left; thence Northeasterly, Northerly and Northwesterly along the arc of said curve, having a radius of 53.00 feet and a central angle of 99°21'42", a distance of 91.91 feet; thence North 34°47'18" East, a distance of 25.00 feet to a point on the Southerly Right-of-Way Line of Sandalwood Drive, said point being on the arc of a circular curve to the left, concave northerly, a radial to the center of said curve bears North 34°47'18" East; thence Easterly along the arc of said curve and said Southerly Right-of-Way Line, having a radius of 540.00 feet and a central angle of 36°41'23", a distance of 345.79 feet to a point of compound curvature; said curve being concave to the Northwest, having a radius of 790.00 feet and a central angle of 22°21'33"; thence continue Easterly along the arc of said curve and said Southerly Right-of-Way Line, a distance of 308.29 feet to the **POINT of BEGINNING**.

Containing 12.867 acres, more or less.

(Bearings shown hereon are based upon the STATE PLANE COORDINATE SYSTEM - TRANSVERSE MERCATOR - FLORIDA EAST ZONE, along the North Line of Section 18-45-43, Palm Beach County Survey Section Data Sheet for Section 18-45-43, Palm County, Florida, having a bearing of S.88°05'55"W.).

Notes:

- Elevations when shown refer to the National Geodetic Vertical Datum (N.G.V.D.), of 1929.
- The lands shown hereon have not been abstracted by this firm regarding matters of interest by other parties, such as easements, rights-of-ways, reservations, etc., such information should be obtained and verified by others through appropriate title verification.
- This drawing is the property of *Hager, Weinberg & Associates, Inc.* and was prepared for and certified to the party and/or parties indicated hereon and is not transferable or assignable, it shall not be used or reproduced whole or in part without written authorization.
- All easements shown on the attached drawing are per the record plat (unless otherwise noted).
- This Sketch and Legal Description does not constitute a Survey.

Legend:

B/L or B - Base Line
C/L or C - Centerline

Abbreviations:

A* = ARC LENGTH
B.C.R. = BROWARD COUNTY RECORDS
(C) = CALCULATED
C.A.T.V. = CABLE T.V.
CH = CHORD
D = DELTA (CENTRAL) ANGLE
(D) = DEED
D.E. = DRAINAGE EASEMENT
DIA. = DIAMETER

DRAIN. = DRAINAGE
EASE. = EASEMENT
ELEC. = ELECTRIC
FPL = FLORIDA POWER & LIGHT
IP = IRON PIPE
I.P.C. = IRON PIPE & CAP
I.R. = IRON ROD
I.R.C. = IRON ROD & CAP
L.E. = LANDSCAPE EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT

(M) = MEASURED
N.T.S. = NOT TO SCALE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PG = PAGE
PROP. = PROPOSED
P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
(P) = PLAT

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINATION
R = RADIUS
(R) = RECORD
R.W. = RIGHT OF WAY
SEC. = SECTION
TYP. = TYPICAL
U.E. = UTILITY EASEMENT
UTL. = UTILITY

Surveyor's Certification:

I hereby certify that the attached "Sketch and Legal Description" complies with the "Minimum Technical Standards" for surveys as contained in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Thomas R. Palbicke, Professional Land Surveyor No. 5061, State of Florida

Not Valid Unless
Signed and Embossed
with the Raised Seal
of the Attesting
Florida Registered
Professional Land Surveyor

Melear - Townhome Parcel

Date: February 23, 1999

Sheet 1 of 2 Sheets

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EXHIBIT "A"

ARTICLES OF INCORPORATION
OF
MELEAR POD B
HOMEOWNERS' ASSOCIATION, INC.

First: The name of the Corporation is MELEAR POD B HOMEOWNERS' ASSOCIATION, INC.

Second: Said corporation is incorporated as a corporation not for profit under the provisions of Chapter 617 Florida Statutes, as amended, and will be referred to hereafter as "Corporation" or "Association."

Third: The principal office and post office address of the Corporation shall be located at 8000 Governors Square Boulevard, Suite 101, Miami Lakes, Florida 33016. The address of the Registered Office of the Corporation is the same as that of the principal office. The name of the registered agent is: Juan E. Rodriguez, and he is authorized to accept service of process within this State upon the Corporation; and his address is at the registered office.

Fourth: The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Areas on the property more particularly described in Exhibit "A" (the "Property"). These Lots and Common Areas are subject to San Savino Townhomes Declaration of Covenants, Conditions and Restrictions. The purposes for which this Corporation is formed also include the promotion of the health, safety and welfare of the residents within the Property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and the following:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called that "Declaration", applicable to the Property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred. No such action shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such encumbrance.

- (e) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.
- (f) To have and to exercise any and all powers, rights and privileges which a corporation, organized under the corporation not for profit law of the State of Florida, by law may now or hereafter have or exercise.

Fifth: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in paragraph Fifth with the exception of the Declarant (as defined in the Declaration). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration). The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by paragraph Fifth PROVIDED THAT the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) when ninety percent (90%) of the Lots and Townhomes have been conveyed to third-party purchasers;
- (b) December 31, 2004; or
- (c) thirty (30) days after the Declarant elects to terminate the Class B Membership.

Seventh: The term for which this Corporation is to exist is perpetual.

Eighth: The affairs of the Corporation are to be managed by the following officers:

President
Vice President
Secretary
Treasurer

Ninth: The officers who are to serve until the first election of the directors are as follows:

President	Michael Humphries
Vice President	Rafael Roca
Secretary	Candace Sharpsteen

Treasurer

Frances J. Guerra

The first annual meeting of the Corporation and the first election of the Board of Directors shall be held on the first Thursday in December 2001, or by order of the Board of Directors at such earlier date as they determine, and thereafter annual meetings of the Members shall be held on the first Tuesday in December of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the Members shall elect officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of not less than three (3) and no more than five (5) persons and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the members are as follows:

NAMES	ADDRESSES
1. Michael Humphries	8000 Governors Square Blvd. Suite 101 Miami Lakes, FL 33016
2. Rafael Roca	8000 Governors Square Blvd. Suite 101 Miami Lakes, FL 33016
3. Candace Sharpsteen	8000 Governors Square Blvd. Suite 101 Miami Lakes, FL 33016

Commencing with the first annual meeting of the Members and at each subsequent annual meeting of the Members of the Corporation, the Directors of the Corporation shall be elected by the Members and they will hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified. Pursuant to Article Sixth hereof, the Declarant, Continental Homes of Florida, Inc., is a Class B Member with three votes for each unsold Lot in the Property. Directors elected by the Class B Member need not themselves be owners of homes erected on the property subject to the Declaration nor Members of the Corporation. Further, notwithstanding the number of Class B votes existing from time to time, the Declarant, Continental Homes of Florida, Inc., shall have the right to elect all of the Directors of the Corporation until the first Wednesday in December, 2001. Thereafter the Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, which annual meeting will be held pursuant to the provisions of the By-Laws. Vacancies in the Board of Directors shall be filled by the remaining Directors at a special meeting called for that purpose and a Director so elected shall serve until the next annual meeting of the Members of the Corporation.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration and the laws of the State of Florida respecting corporations not for profit. The powers of the Board of Directors shall include, but shall not be limited to the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Common Area, and (c) to engage the services of manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Areas as may be consistent with the Declaration and to amend the same from time to

time and (e) to provide for the maintenance, repair and replacement of the Common Area, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares of all estimated expenses.

Twelfth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed, in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 3, Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of thirty percent (30%) of all Members of said alteration, amendment, change, addition, or repeal.

Thirteenth: HUD/FHA, VA, FNMA Approval. If there is a mortgage on a Lot insured by the Federal Housing Administration, guaranteed by the Veterans Administration or held by the Federal National Mortgage Association, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, dedication of Common Area, and amendment of these Articles of Incorporation.

Fourteenth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

Fifteenth: The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not for profit, as amended from time to time, which are currently set forth in Chapter 617.032, Florida Statutes, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and any and all lawful By-Laws of the Corporation.

Sixteenth: The name and address of the subscriber hereto is as follows:

NAMES	ADDRESSES
1. Paul Romanowski	8000 Governors Square Blvd. Suite 101 Miami Lakes, FL 33016

Seventeenth: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him or her in connection with or arising out of any action, suit or proceedings in which he or she may be involved or to which he or she may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to

indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

Eighteenth: Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

The undersigned, being the incorporator hereinabove named, for the purpose of forming a Corporation not for profit pursuant to Chapter 617, Florida Statutes, does hereby subscribe to this Certificate of Incorporation, and have hereunto set my hand and seal this ____ day of March, 2000.

_____(Seal)
Paul Romanowski

STATE OF FLORIDA)
 : SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of March, 2000, by Paul Romanowski, who being duly sworn according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed. The foregoing person identified himself by producing his driver's license issued by the State of Florida.

Name: _____
NOTARY PUBLIC, State of Florida at Large

My commission expires:

(SEAL)

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Acceptance of Service As Registered Agents

The undersigned, **Juan E. Rodriguez**, having been named as registered agent to accept service of process for **Melear Pod B Homeowners' Association, Inc.**, a not-for-profit Florida corporation, at the registered office designated in the Articles of Incorporation of said Corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.023 Florida Statutes, and will comply with the provisions of all statutes of Florida relative to the performance of his duties as registered agent.

Dated this ____ day of March, 2000.

Juan E. Rodriguez

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HAGER, WEINBERG & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

Certificate of Authorization L.B. No. 6772

PLATTING - CONDOMINIUMS - LAND DEVELOPMENT - CONSTRUCTION LAYOUT - BOUNDARY - TOPOGRAPHIC
3850 N.W. Boca Raton Blvd. Suite 3, Boca Raton, Florida 33431 Phone: (561) 395-3600 Fax: (561) 395-2237

SKETCH AND LEGAL DESCRIPTION SAN SAVINO - TOWNHOMES

Legal Description:

A parcel of land lying in the Northeast One-Quarter (N.E. 1/4) of Section 18, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 18; thence South 88°05'55" West, along the North Line of said Section 18, a distance of 953.73 feet; thence South 01°19'11" West, a distance of 1832.44 feet to a point on the Southerly Right-of-Way Line of Sandalwood Drive, said point being the **POINT OF BEGINNING** of the parcel to be herein described; thence continuing South 01°19'11" West, a distance of 793.62 feet; thence South 87°55'18" West, parallel with and 15 feet North of, as measured at right angles to the South Line of the Northeast One Quarter (N.E. 1/4) of said Section 18, a distance of 743.93 feet; thence North 02°04'42" West, radial to the center of the next described circular curve to the left, a distance of 10.00 feet; thence Easterly, Northeasterly, Northerly and Northwesterly along the arc of said curve, having a radius of 50.00 feet and a central angle of 125°47'56", a distance of 109.78 feet to a point of tangency; thence North 37°52'38" West, a distance of 41.97 feet; thence North 18°20'00" West, a distance of 99.69 feet; thence North 19°53'45" East, a distance of 29.17 feet; thence North 01°12'19" East, a distance of 363.41 feet; thence North 44°09'00" East, a distance of 191.10 feet to a point of curvature of a circular curve to the left; thence Northeasterly, Northerly and Northwesterly along the arc of said curve, having a radius of 53.00 feet and a central angle of 99°21'42", a distance of 91.91 feet; thence North 34°47'18" East, a distance of 25.00 feet to a point on the Southerly Right-of-Way Line of Sandalwood Drive, said point being on the arc of a circular curve to the left, concave northerly, a radial to the center of said curve bears North 34°47'18" East; thence Easterly along the arc of said curve and said Southerly Right-of-Way Line, having a radius of 540.00 feet and a central angle of 36°41'23", a distance of 345.79 feet to a point of compound curvature; said curve being concave to the Northwest, having a radius of 790.00 feet and a central angle of 22°21'33"; thence continue Easterly along the arc of said curve and said Southerly Right-of-Way Line, a distance of 308.29 feet to the **POINT OF BEGINNING**.

Containing 12.867 acres, more or less.

(Bearings shown hereon are based upon the STATE PLANE COORDINATE SYSTEM - TRANSVERSE MERCATOR - FLORIDA EAST ZONE, along the North Line of Section 18-45-43, Palm Beach County Survey Section Data Sheet for Section 18-45-43, Palm County, Florida, having a bearing of S.88°05'55"W.).

Notes:

- 1.) Elevations when shown refer to the National Geodetic Vertical Datum (N.G.V.D.), of 1929.
- 2.) The lands shown hereon have not been abstracted by this firm regarding matters of interest by other parties, such as easements, rights-of-ways, reservations, etc., such information should be obtained and verified by others through appropriate title verification.
- 3.) This drawing is the property of *Hager, Weinberg & Associates, Inc.* and was prepared for and certified to the party and/or parties indicated hereon and is not transferable or assignable, it shall not be used or reproduced whole or in part without written authorization.
- 4.) All easements shown on the attached drawing are per the record plat (unless otherwise noted).
- 5.) This Sketch and Legal Description does not constitute a Survey.

Legend:

B/L or § - Base Line
C/L or § - Centerline

Abbreviations:

A* - ARC LENGTH
B.C.R. - BROWARD COUNTY RECORDS
(C) - CALCULATED
C.A.T.V. - CABLE T.V.
CH - CHORD
D - DELTA (CENTRAL) ANGLE
(D) - DEED
D.E. - DRAINAGE EASEMENT
DIA. - DIAMETER

DRAIN. - DRAINAGE
EASE. - EASEMENT
ELEC. - ELECTRIC
FPL - FLORIDA POWER & LIGHT
I.P. - IRON PIPE
I.P.C. - IRON PIPE & CAP
I.R. - IRON ROD
I.R.C. - IRON ROD & CAP
L.E. - LANDSCAPE EASEMENT
L.M.E. - LAKE MAINTENANCE EASEMENT

(M) - MEASURED
N.T.S. - NOT TO SCALE
O.R.B. - OFFICIAL RECORDS BOOK
P.B. - PLAT BOOK
P.B.C.R. - PALM BEACH COUNTY RECORDS
PG. - PAGE
PROP. - PROPOSED
P.C.P. - PERMANENT CONTROL POINT
P.R.M. - PERMANENT REFERENCE MONUMENT
(P) - PLAT

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.O.T. - POINT OF TERMINATION
R - RADIUS
R - RECORD
(R) - RIGHT OF WAY
R/W - SECTION
SEC. - TYPICAL
TYP. - UTILITY EASEMENT
U.E. - UTILITY
UTIL - UTILITY

Surveyor's Certification:

I hereby certify that the attached "Sketch and Legal Description" complies with the "Minimum Technical Standards" for surveys as contained in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Thomas R. Paibicke, Professional Land Surveyor No. 5061, State of Florida

Not Valid Unless
Signed and Embossed
with the Raised Seal
of the Attesting
Florida Registered
Professional Land Surveyor

Melear - Townhome Parcel

Date: February 23, 1999

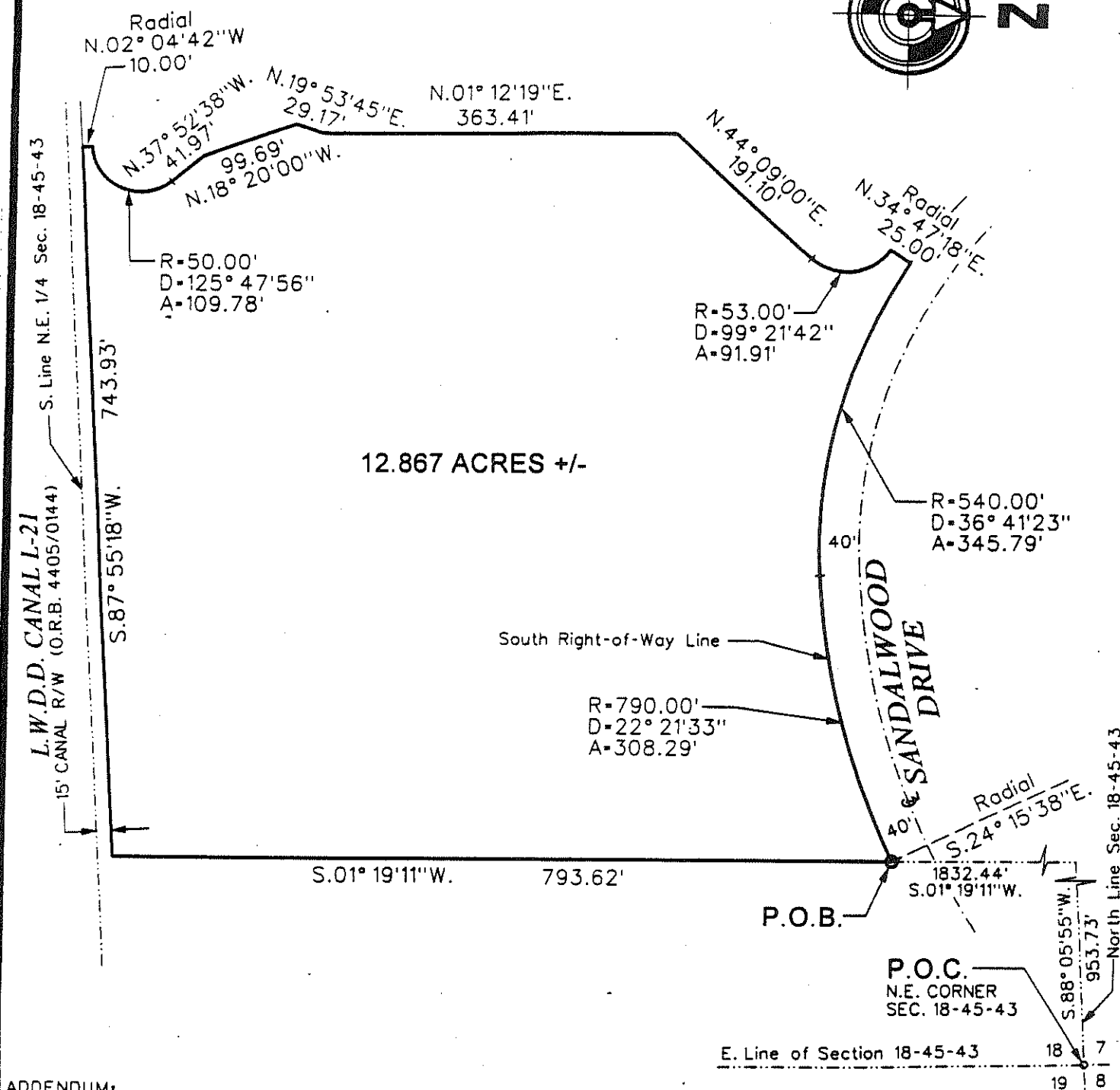
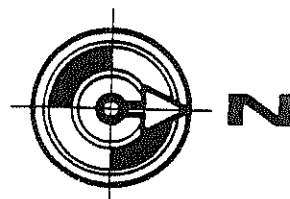
Sheet 1 of 2 Sheets

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EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION

SAN SAVINO - TOWNHOMES



ADDENDUM:

4.	8.
3.	7.
2. 11-04-99 Revise Boundary	6.
1. 04-23-99 Revise Boundary	5.

HAGER, WEINBERG & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
 PHONE: (561) 395-3600 FAX: (561) 395-2237

MELEAR = TOWNHOME PARCEL	
SCALE: 1" = 150'	SKETCH & LEGAL
DATE: 02-23-99	SHEET 2 OF 2 SHEETS

Tracts B, D, F, P, Q, R, S, T and U, of the
Plat entitled "MELEAR", as recorded in Plat
Book _____, at Page _____ of the Public
Records of Palm Beach County, Florida.

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EXHIBIT "A-1"

BY-LAWS
OF
MELEAR POD B
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is MELEAR POD B HOMEOWNERS' ASSOCIATION, INC., also known as SAN SAVINO TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at the offices of Continental Homes of Florida, Inc., 8000 Governors Square Boulevard, Suite 101, Miami Lakes, Florida 33016, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Melear Pod B Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Association" shall mean and refer to Melear Pod B Homeowners' Association, Inc., also known as San Savino Townhomes Homeowners' Association, Inc., its successors and assigns.

Section 3. "By-Laws" shall mean and refer to the within instrument, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Members of the Association and all improvements constructed thereon, including the Limited Common Area as hereinafter defined.

Section 5. "Declarant" shall mean and refer to Continental Homes of Florida, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called herein "Developer").

Section 6. "Declaration" shall mean and refer to the San Savino Townhomes Declaration of Covenants, Conditions and Restrictions, its exhibits and all amendments thereto which Declaration is recorded in the office of the Clerk of the Circuit

Court of Palm Beach County, Florida.

Section 7. "Development Period" shall mean the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property pursuant to the terms of the Declaration to outside purchasers.

Section 8. The term "Institutional First Mortgagee" means a bank, or savings and loan association, or any insurance company, or credit union, or pension fund, or real estate trust, or any other party which is engaged in the business of mortgage financing, which owns or holds a first or prior mortgage encumbering a Townhouse, and shall include any corporate subsidiary of such entity.

Section 9. The term "Institutional First Mortgage" means a mortgage executed in favor of a bank, or a savings and loan association, or any insurance company, or credit union, or a pension fund, or a real estate trust, or any other party engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Townhouse.

Section 10. "Limited Common Area" shall mean and refer to those parking spaces designated as the parking spaces for a particular Lot and shall exclude those parking spaces designated for guest parking.

Section 11. "Lot" is a designated lot within the Property or any property annexed thereto and becoming a part of the Property, conveyed or to be conveyed to an Owner upon which there has been constructed or may be constructed a Townhouse.

Section 12. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 14. "Plat" shall mean and refer to Melear P.U.D. according to the Plat thereof recorded among the Public Records of Palm Beach County, Florida.

Section 15. "Property" shall mean and refer the property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of the Declaration.

Section 16. "Townhome" or "Townhouse" shall mean and refer to the single family dwelling construction upon and including the Lot.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed one hundred eighty (180) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Voting Rights. There shall be two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article III of the Declaration with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant Continental Homes of Florida, Inc. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III of the Declaration, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when ninety percent (90%) of the Lots and Townhomes have been conveyed to third party outside purchasers; or
- (b) on December 31, 2004; or
- (c) Thirty (30) days after the Declarant Continental Homes of Florida, Inc. elects to terminate the Class B Membership.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Subject to the terms and provisions contained in the Declaration, each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such Member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the Member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) and no more than five (5) Directors.

Section 2. Election. Directors shall be elected at the annual meeting of the Members. At such annual meeting not less than three (3) and no more than five (5) directors shall be elected and they shall serve until the next annual meeting of the Members or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignations or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve until the next annual meeting of the Members.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses

Board of Directors prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Area, and to establish penalties for the infraction thereof;
- (b) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Common Area, which are not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except that the directors appointed by Declarant shall not be subject to this provision; and
- (d) To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Subject to the terms and provisions of the Declaration of Covenants, Restrictions and Easements of Borgata (the "Borgata Declaration") recorded among the Public Records of Palm Beach County, Florida regular meetings of the Board may be held within the clubhouse facility in Borgata. However, said use is limited to not more than one Association meeting (be it Directors meeting or Members meeting) a calendar month at said clubhouse facility. A conference room, meeting area or other appropriate area will be used for said meeting depending on the anticipated number of people attending the meeting. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the

- (b) To supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (1) To take into account the common expenses of the Association; and
 - (2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated have been paid;
- (e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;
- (f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) To cause the exterior of the dwellings, and the lawns, fences and walls to be maintained by the Owners (except as otherwise required by the Declaration or these By-Laws).

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint a Nominating Committee as provided in these By-Laws. Additionally, the Association shall appoint a Compliance Committee to be appointed by the Board of Directors for purposes of determining whether fines should be assessed against Owners as provided in Article XV, Section 5 of the Declaration. The Compliance Committee shall consist of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the

Association nor the spouse, parent, child, brother or sister of an officer, director or employee of the Association.

Section 2. The Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Publicity Committee which shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association;
- (c) An Audit Committee which shall supervise the annual audit of the Association's book and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an EX OFFICIO member of the Committee; and
- (d) An Architectural Control Committee to carry out the responsibilities described in Article VIII of the Declaration.

Section 3. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first Tuesday in December, 2001, or on such other date as the Board of Directors may in its judgment deem desirable or expedient, and each subsequent regular annual meeting of the Members shall be held on the date fixed by the Board of Directors, and such meetings shall commence at seven o'clock, P.M. The annual meeting of the Members shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the entire membership or who are entitled to vote fifty-one percent (51%) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Subject to the terms and provisions of the Borgata Declaration, meetings of the Members may be held within the clubhouse facility in Borgata. However, said use is limited to not more than one Association meeting (be it a Directors meeting or a Members meeting) a calendar month at said clubhouse facility. A conference room, meeting area or other appropriate area will be used for said meeting depending on the anticipated number of people attending the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies are limited to five (5) proxies per person. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Corporation shall be a president and a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to

time by resolution create.

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

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

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and performance of such duties as the Board may, from time to time, require.

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

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

PRESIDENT

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

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

SECRETARY

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and all of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes; shall cause financial statements to be made of the Association's books of account at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Melear Pod B Homeowners' Association, Inc. - Non-Profit.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of fifty-one percent (51%) of all Members, except that, if at the time an amendment is proposed there are any mortgages encumbering any Lot insured by the Federal Housing Administration, guaranteed by the Veterans Administration, or held by the Federal National Mortgage Association then the Federal Housing Administration, the Veterans Administration or the Federal National Mortgage Association shall have the right to veto amendments while there is Class B membership, otherwise said right of veto will not exist.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



HAGER, WEINBERG & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

Certificate of Authorization L.B. No. 6772

PLATTING - CONDOMINIUMS - LAND DEVELOPMENT - CONSTRUCTION LAYOUT - BOUNDARY - TOPOGRAPHIC
3850 N.W. Boca Raton Blvd. Suite 3, Boca Raton, Florida 33431 Phone: (561) 395-3600 Fax: (561) 395-2237

SKETCH AND LEGAL DESCRIPTION SAN SAVINO - TOWNHOMES

Legal Description:

A parcel of land lying in the Northeast One-Quarter (N.E. 1/4) of Section 18, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 18; thence South 88°05'55" West, along the North Line of said Section 18, a distance of 953.73 feet; thence South 01°19'11" West, a distance of 1832.44 feet to a point on the Southerly Right-of-Way Line of Sandalwood Drive, said point being the **POINT of BEGINNING** of the parcel to be herein described; thence continuing South 01°19'11" West, a distance of 793.62 feet; thence South 87°55'18" West, parallel with and 15 feet North of, as measured at right angles to the South Line of the Northeast One Quarter (N.E. 1/4) of said Section 18, a distance of 743.93 feet; thence North 02°04'42" West, radial to the center of the next described circular curve to the left, a distance of 10.00 feet; thence Easterly, Northeasterly, Northerly and Northwesterly along the arc of said curve, having a radius of 50.00 feet and a central angle of 125°47'56", a distance of 109.78 feet to a point of tangency; thence North 37°52'38" West, a distance of 41.97 feet; thence North 18°20'00" West, a distance of 99.69 feet; thence North 19°53'45" East, a distance of 29.17 feet; thence North 01°12'19" East, a distance of 363.41 feet; thence North 44°09'00" East, a distance of 191.10 feet to a point of curvature of a circular curve to the left; thence Northeasterly, Northerly and Northwesterly along the arc of said curve, having a radius of 53.00 feet and a central angle of 99°21'42", a distance of 91.91 feet; thence North 34°47'18" East, a distance of 25.00 feet to a point on the Southerly Right-of-Way Line of Sandalwood Drive, said point being on the arc of a circular curve to the left, concave northerly, a radial to the center of said curve bears North 34°47'18" East; thence Easterly along the arc of said curve and said Southerly Right-of-Way Line, having a radius of 540.00 feet and a central angle of 36°41'23", a distance of 345.79 feet to a point of compound curvature; said curve being concave to the Northwest, having a radius of 790.00 feet and a central angle of 22°21'33"; thence continue Easterly along the arc of said curve and said Southerly Right-of-Way Line, a distance of 308.29 feet to the **POINT of BEGINNING**.

Containing 12.867 acres, more or less.

(Bearings shown hereon are based upon the STATE PLANE COORDINATE SYSTEM - TRANSVERSE MERCATOR - FLORIDA EAST ZONE, along the North Line of Section 18-45-43, Palm Beach County Survey Section Data Sheet for Section 18-45-43, Palm County, Florida, having a bearing of S.88°05'55"W.).

Notes:

- Elevations when shown refer to the National Geodetic Vertical Datum (N.G.V.D.), of 1929.
- The lands shown hereon have not been abstracted by this firm regarding matters of interest by other parties, such as easements, rights-of-ways, reservations, etc., such information should be obtained and verified by others through appropriate title verification.
- This drawing is the property of **Hager, Weinberg & Associates, Inc.** and was prepared for and certified to the party and/or parties indicated hereon and is not transferable or assignable, it shall not be used or reproduced whole or in part without written authorization.
- All easements shown on the attached drawing are per the record plat (unless otherwise noted).
- This Sketch and Legal Description does not constitute a Survey.

Legend:

B/L or B - Base Line
C/L or C - Centerline

Abbreviations:

A=	= ARC LENGTH	DRAIN.	= DRAINAGE	(M)	= MEASURED	P.O.B.	= POINT OF BEGINNING
B.C.R.	= BROWARD COUNTY RECORDS	EASE	= EASEMENT	N.T.S.	= NOT TO SCALE	P.O.C.	= POINT OF COMMENCEMENT
(C)	= CALCULATED	ELEC.	= ELECTRIC	O.R.B.	= OFFICIAL RECORDS BOOK	P.O.T.	= POINT OF TERMINATION
C.A.T.V.	= CABLE T.V.	FPL	= FLORIDA POWER & LIGHT	P.B.	= PLAT BOOK	R=	= RADIUS
CH	= CHORD	I.P.	= IRON PIPE	P.B.C.R.	= PALM BEACH COUNTY RECORDS	(R)	= RECORD
D=	= DELTA (CENTRAL) ANGLE	I.P.C.	= IRON PIPE & CAP	PG.	= PAGE	R/W	= RIGHT OF WAY
(D)	= DEED	I.R.	= IRON ROD	PROP.	= PROPOSED	SEC.	= SECTION
D.E.	= DRAINAGE EASEMENT	I.R.C.	= IRON ROD & CAP	P.C.P.	= PERMANENT CONTROL POINT	TYP.	= TYPICAL
DIA.	= DIAMETER	L.E.	= LANDSCAPE EASEMENT	P.R.M.	= PERMANENT REFERENCE MONUMENT	U.E.	= UTILITY EASEMENT
		L.M.E.	= LAKE MAINTENANCE EASEMENT	(P)	= PLAT	UTIL	= UTILITY

Surveyor's Certification:

I hereby certify that the attached "Sketch and Legal Description" complies with the "Minimum Technical Standards" for surveys as contained in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Thomas R. Palbicke, Professional Land Surveyor No. 5061, State of Florida

Not Valid Unless
Signed and Embossed
with the Raised Seal
of the Attesting
Florida Registered
Professional Land Surveyor

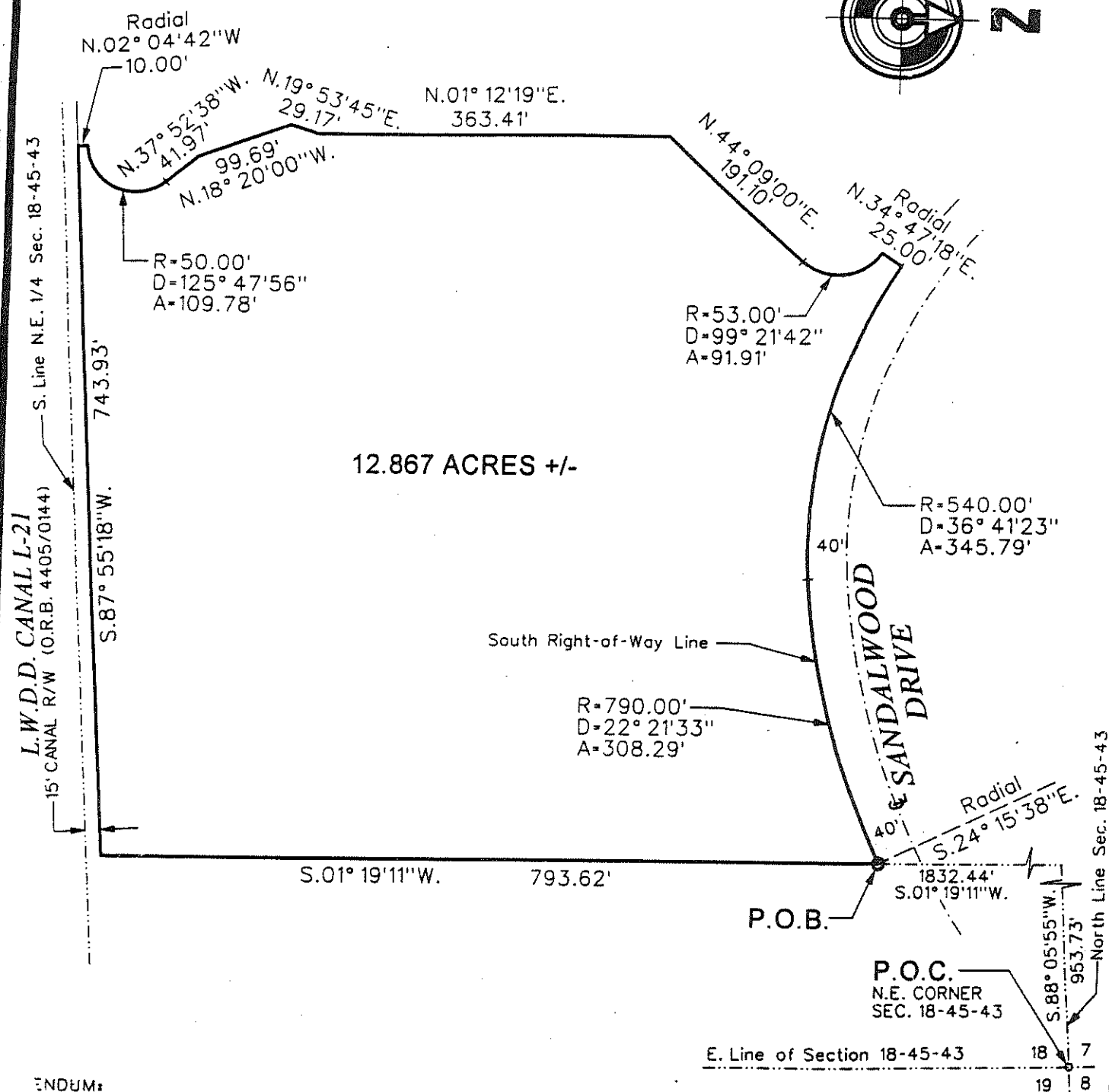
Melear - Townhome Parcel

Date: February 23, 1999

Sheet 1 of 2 Sheets

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EXHIBIT "A"



ENDUM:

04-99 Revise Boundary	8.		
03-99 Revise Boundary	7.		
	6.		
	5.		
ER, WEINBERG & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431 PHONE: (561) 395-3600 FAX: (561) 395-2237		MELEAR -- TOWNHOME PARCEL SCALE: 1"=150' DATE: 02-23-99	
		SKETCH & LEGAL SHEET 2 OF 2 SHEETS	