

This Instrument Prepared by:

Michelle DeRosa, Esq.
Kapp Morrison, LLP
7900 Glades Road, Suite 550
Boca Raton, Florida 33434

ID: ORB 33497, Pg 1659
County: Palm Beach
Date: 4/25/22 Time: 9:10:32

**THIRD AMENDMENT AND FIRST SUPPLEMENTAL TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR ATLANTIC GROVE**

THIS THIRD AMENDMENT AND FIRST SUPPLEMENTAL TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR ATLANTIC GROVE (“Third Amendment and Supplemental”) is made as of the 14th day of April, 2022, by ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida corporation not for profit (“Association”), whose address is c/o GRS Community Management, 3900 Woodlake Boulevard, #309, Lake Worth, FL 33463, and is joined in by Atlantic Grove Partners, L.L.C., a Florida limited liability company (“AGP”), whose address is 200 Congress Park Drive, Suite 201, Delray Beach, Florida 33445.

RECITALS

WHEREAS, ASSOCIATION is the entity responsible for the operation, administration, maintenance and repair of certain property known as Atlantic Grove, pursuant to the terms of the Declaration of Covenants, Restrictions and Easements for Atlantic Grove recorded June 4, 2003 in Official Records Book 15321, Page 925 of the Public Records of Palm Beach County, Florida, as amended by First Amendment to Declaration of Covenants, Restrictions and Easements for Atlantic Grove recorded January 22, 2004 in Official Records Book 16464, Page 100 (“First Amendment”) and Second Amendment to Declaration of Covenants, Restrictions and Easements for Atlantic Grove recorded January 22, 2004, in Official Records Book 16464, Page 109 of the Public Records of Palm Beach County, Florida, as further amended and supplemented (collectively, the “Declaration”);

WHEREAS, the property consisting of Atlantic Grove is defined in the Declaration as the “Property”;

WHEREAS, AGP was the developer of the townhomes residences constructed and located upon the Property.

WHEREAS, AGP is the fee simple owner of the Adjacent Parcel pursuant to Special Warranty Deed dated July 3, 2019 and recorded July 9, 2019 in Official Records Book 30736, Page 1201 of the Public Records of Palm Beach County, Florida, upon which AGP intends to construct approximately fourteen (14) residential townhome dwelling units (the “Additional Townhome Units”);

WHEREAS, the Adjacent Parcel has been platted by AGP under Plat of Atlantic Grove Plat No. 2, recorded in Plat Book 133, Page 44 of the Public Records of Palm Beach County, Florida.

WHEREAS, as contemplated by the First Amendment, the Association and AGP by this Third Amendment and Supplemental desire to annex the Adjacent Parcel to the terms, conditions and restrictions of the Declaration. Moreover, the Association, by this Third Amendment and Supplemental, desires to amend certain provisions of the Declaration;

WHEREAS, Section 18.3 of the Declaration provides that, subsequent to the date upon which AGP takes title to and becomes the fee simple owner of the Adjacent Parcel, but prior to the conveyance of any portion thereof by AGP to a third party unit owners, (i) the Association may elect to annex the Adjacent Parcel to the terms, conditions and restrictions of the Declaration by Supplemental Declaration, pursuant to the provisions set forth in Section 13.2 of the Declaration; (ii) that the Supplemental Declaration shall be joined in by AGP, as owner of the Adjacent Parcel; and (iii) that upon the recording of the Supplemental Declaration, the Adjacent Parcel shall be deemed to be part of the Property;

WHEREAS, Section 13.2 of the Declaration provides that, subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of the Declaration and the jurisdiction upon the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association and that annexation shall be accomplished by filing in the public records of Palm Beach County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon recording unless otherwise provided herein;

WHEREAS, as further set forth in Section 18.3 of the Declaration, in the event the Association elects to annex the Adjacent Parcel, the Association shall amend the Declaration as may be required to reflect such annexation, which shall include, but shall not be limited to, an amendment to the terms "Property" and "Townhome Lot" as set forth in the Declaration.

WHEREAS, Section 15.6 provides that any proposed amendment to Declaration shall be approved by written approval of not less than sixty-seven (67%) percent of the Class A Members and shall be executed by an authorized officer of the Association. Such amendment shall be deemed effective upon it recording.

WHEREAS, the Association has obtained the affirmative written approval of not less than 67% of the Class A Members of the Association approving the annexation of the Adjacent Parcel and the amendments contained within this Third Amendment and Supplemental, in accordance with the terms of the Declaration and the Association's Bylaws;

NOW, THEREFORE, the Association hereby supplements and amends the Declaration in the manner stated below:

1. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms shall have such meaning as set forth in the Declaration unless an alternative meaning is set forth herein.

(new language shown by underline; deleted language shown by ~~strikeout~~)

2. Annexation/Supplemental to Declaration. The Adjacent Parcel is hereby annexed to and deemed to be part of the Property as defined in the Declaration. Accordingly, the Adjacent Parcel is deemed subject to the terms, conditions, restrictions and easements set forth in the Declaration.
3. Section 1.39 of Article I of the Declaration – “Townhome Lot” is hereby amended to read as follows:

1.39 “Townhome Lot” shall mean and refer to Lots 1 through 55 as depicted on the Plat, together with the fourteen (14) +/- residential townhome dwelling units constructed within the Adjacent Parcel.

4. Section 1.32 of Article I of the Declaration - “Property” is hereby amended to read as follows:

1.32 “Property” shall mean and refer to all of that portion of the Land located in Palm Beach County, Florida, which is intended to be developed with fifty-five (55) residential townhome units, and which is more particularly described on Exhibit “A” attached hereto and made a part hereof, as same may be amended from time to time pursuant to this Declaration, together with the Adjacent Parcel which is more particularly described in Exhibit “E” attached to the First Amendment.

5. Section 18.3 of the Declaration – “Annexation of Additional Property by Association” is herein amended to include the following:

Notwithstanding anything contained within the Declaration to the contrary, and as provided in Section 6.1 of the Declaration, in connection with the Adjacent Parcel and the 14 Townhome Lots contained therein, Assessments for the Additional Townhome Units within the Adjacent Parcel shall not be imposed against and shall not commence until the day upon which such Lot is conveyed by AGP to a first party purchaser. AGP shall not be required to pay Assessments for any Additional Townhome Unit(s) within the Adjacent Parcel owned by AG, nor shall AGP be required to fund the deficit as described in Section 6.5 of the Declaration. All conditions for the construction of the Additional Townhome Units within the Adjacent Parcel (including Architectural Approvals under Article 14 of the Declaration) have been satisfied.

6. This Third Amendment and Supplemental shall become effective upon recording amongst the Public Records of Palm Beach County, Florida.

7. Except as modified by this Third Amendment and Supplemental, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Third Amendment and Supplemental shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Third Amendment and Supplemental deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.
8. AGP is executing this Third Amendment and Supplemental to acknowledge its approval, consent and agreement to the annexation of the Adjacent Parcel to the terms, conditions, restrictions and easements of the Declaration.

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IN WITNESS WHEREOF, this Third Amendment and Supplemental has been signed by an authorized officer of the Association on the date set forth below.

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

ATLANTIC GROVE TOWNHOME ASSOCIATION, INC, a Florida corporation not for profit

[Signature]
Signature
Print Name ERIK CARLOS BANK

By: [Signature]
Name: Erik Mitz
Title: President

[Signature]
Signature
Print Name John C Primeau

STATE OF FLORIDA)
) SS
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence, or online notarization this 14th day of April, 2022, by Erik Mitz, as President of Atlantic Grove Townhome Association, Inc., a Florida not for profit corporation, on behalf of said corporation. He is personally known to me, or has produced FLA Drivers Lic. as identification.



[Signature]
Notary Public, State of Florida
John C Primeau
Typed, Printed or Stamped Name of Notary Public

WITNESSES AS TO AGP:

K. Genovese
Signature
Print Name: Karen Genovese

[Handwritten Signature]
Signature
Print Name: John Primeau

AGP:

ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company

By: NEW URBAN ATLANTIC GROVE, L.L.C., a Florida limited liability company, its Manager

By: NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, its Manager

By: [Handwritten Signature]
Print Name: Timothy L. Hernandez
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF BRROWARD

The foregoing instrument was acknowledged before me, by means of physical presence, or online notarization this 14th day of April, 2022 by Timothy L. Hernandez, as Vice President of New Urban Communities Corporation, being the Manager of New Urban Atlantic Grove, L.L.C., being the Manager of Atlantic Grove Partners, L.L.C., a Florida limited liability company on behalf of said corporation and companies. He is personally known to me, or has produced as identification.



[Handwritten Signature]
Notary Public, State of Florida
John C Primeau
Typed, Printed or Stamped Name of Notary Public

This Instrument Prepared by:

Michelle DeRosa, Esq.
Kapp Morrison, LLP
7900 Glades Road, Suite 550
Boca Raton, Florida 33434

**THIRD AMENDMENT AND FIRST SUPPLEMENTAL TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR ATLANTIC GROVE**

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RECITALS

WHEREAS, ASSOCIATION is the entity responsible for the operation, administration, maintenance and repair of certain property known as Atlantic Grove, pursuant to the terms of the Declaration of Covenants, Restrictions and Easements for Atlantic Grove recorded June 4, 2003 in Official Records Book 15321, Page 925 of the Public Records of Palm Beach County, Florida, as amended by First Amendment to Declaration of Covenants, Restrictions and Easements for Atlantic Grove recorded January 22, 2004 in Official Records Book 16464, Page 100 ("First Amendment") and Second Amendment to Declaration of Covenants, Restrictions and Easements for Atlantic Grove recorded January 22, 2004, in Official Records Book 16464, Page 109 of the Public Records of Palm Beach County, Florida, as further amended and supplemented (collectively, the "Declaration");

WHEREAS, the property consisting of Atlantic Grove is defined in the Declaration as the "Property";

WHEREAS, AGP was the developer of the townhomes residences constructed and located upon the Property.

WHEREAS, AGP is the fee simple owner of the Adjacent Parcel pursuant to Special Warranty Deed dated July 3, 2019 and recorded July 9, 2019 in Official Records Book 30736, Page 1201 of the Public Records of Palm Beach County, Florida, upon which AGP intends to construct approximately fourteen (14) residential townhome dwelling units (the "Additional Townhome Units");

WHEREAS, the Adjacent Parcel has been platted by AGP under Plat of Atlantic Grove Plat No. 2, recorded in Plat Book 133, Page 44 of the Public Records of Palm Beach County, Florida.

WHEREAS, as contemplated by the First Amendment, the Association and AGP by this Third Amendment and Supplemental desire to annex the Adjacent Parcel to the terms, conditions and restrictions of the Declaration. Moreover, the Association, by this Third Amendment and Supplemental, desires to amend certain provisions of the Declaration;

WHEREAS, Section 18.3 of the Declaration provides that, subsequent to the date upon which AGP takes title to and becomes the fee simple owner of the Adjacent Parcel, but prior to the conveyance of any portion thereof by AGP to a third party unit owners, (i) the Association may elect to annex the Adjacent Parcel to the terms, conditions and restrictions of the Declaration by Supplemental Declaration, pursuant to the provisions set forth in Section 13.2 of the Declaration; (ii) that the Supplemental Declaration shall be joined in by AGP, as owner of the Adjacent Parcel; and (iii) that upon the recording of the Supplemental Declaration, the Adjacent Parcel shall be deemed to be part of the Property;

WHEREAS, Section 13.2 of the Declaration provides that, subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of the Declaration and the jurisdiction upon the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association and that annexation shall be accomplished by filing in the public records of Palm Beach County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon recording unless otherwise provided herein;

WHEREAS, as further set forth in Section 18.3 of the Declaration, in the event the Association elects to annex the Adjacent Parcel, the Association shall amend the Declaration as may be required to reflect such annexation, which shall include, but shall not be limited to, an amendment to the terms "Property" and "Townhome Lot" as set forth in the Declaration.

WHEREAS, Section 15.6 provides that any proposed amendment to Declaration shall be approved by written approval of not less than sixty-seven (67%) percent of the Class A Members and shall be executed by an authorized officer of the Association. Such amendment shall be deemed effective upon it recording.

WHEREAS, the Association has obtained the affirmative written approval of not less than 67% of the Class A Members of the Association approving the annexation of the Adjacent Parcel and the amendments contained within this Third Amendment and Supplemental, in accordance with the terms of the Declaration and the Association's Bylaws;

NOW, THEREFORE, the Association hereby supplements and amends the Declaration in the manner stated below:

1. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms shall have such meaning as set forth in the Declaration unless an alternative meaning is set forth herein.

(new language shown by underline; deleted language shown by ~~strikeout~~)

2. Annexation/Supplemental to Declaration. The Adjacent Parcel is hereby annexed to and deemed to be part of the Property as defined in the Declaration. Accordingly, the Adjacent Parcel is deemed subject to the terms, conditions, restrictions and easements set forth in the Declaration.
3. Section 1.39 of Article I of the Declaration – “Townhome Lot” is hereby amended to read as follows:

1.39 “Townhome Lot” shall mean and refer to Lots 1 through 55 as depicted on the Plat-together with the fourteen (14) +/- residential townhome dwelling units constructed within the Adjacent Parcel.
4. Section 1.32 of Article I of the Declaration - “Property” is hereby amended to read as follows:

1.32 “Property” shall mean and refer to all of that portion of the Land located in Palm Beach County, Florida, which is intended to be developed with fifty-five (55) residential townhome units, and which is more particularly described on Exhibit “A” attached hereto and made a part hereof, as same may be amended from time to time pursuant to this Declaration-, together with the Adjacent Parcel which is more particularly described in Exhibit “E” attached to the First Amendment.
5. Section 18.3 of the Declaration – “Annexation of Additional Property by Association” is herein amended to include the following:

Notwithstanding anything contained within the Declaration to the contrary, and as provided in Section 6.1 of the Declaration, in connection with the Adjacent Parcel and the 14 Townhome Lots contained therein, Assessments for the Additional Townhome Units within the Adjacent Parcel shall not be imposed against and shall not commence until the day upon which such Lot is conveyed by AGP to a first party purchaser. AGP shall not be required to pay Assessments for any Additional Townhome Unit(s) within the Adjacent Parcel owned by AG, nor shall AGP be required to fund the deficit as described in Section 6.5 of the Declaration. All conditions for the construction of the Additional Townhome Units within the Adjacent Parcel (including Architectural Approvals under Article 14 of the Declaration) have been satisfied.
6. This Third Amendment and Supplemental shall become effective upon recording amongst the Public Records of Palm Beach County, Florida.

7. Except as modified by this Third Amendment and Supplemental, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Third Amendment and Supplemental shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Third Amendment and Supplemental deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.
8. AGP is executing this Third Amendment and Supplemental to acknowledge its approval, consent and agreement to the annexation of the Adjacent Parcel to the terms, conditions, restrictions and easements of the Declaration.

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Prepared by and record and return to:

Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330
Tel. (954) 367-0440
File Number: 9172-02

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Special Warranty Deed

THIS INDENTURE is made this 14th day of April, 2022, between ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Grantor"), whose post office address is c/o GRS Community Management, 3900 Woodlake Blvd., #309, Lake Worth, FL 33463, and ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantee"), whose post office address is 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to the Grantee, its successors and assigns forever, that certain parcel of land lying and being in Palm Beach County, Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF**

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, covenants, reservations, and easements of record, if any, without serving to reimpose same; and taxes for the year 2022 and subsequent years.

TO HAVE AND TO HOLD the same unto Grantee in fee simple.

AND THE GRANTOR hereby does hereby fully warrant title said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

ATLANTIC GROVE TOWNHOME ASSOCIATION, INC, a Florida not-for-profit corporation

[Signature]
Witness #1 - Sign name

By: [Signature]
Erik Mintz, as President

GRIS CARROLL BANK
Witness #1 - Print name

[Seal]

[Signature]
Witness #2 - Sign name

John Primeau
Witness #2 - Print name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14th day of April, 2022, by Erik Mintz, as President of ATLANTIC GROVE TOWNHOME ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf of the corporation under authority vested in him by the corporation. He is personally known to me or produced FL Drivers License as identification.

[Notary Stamp Below]



[Signature]
Notary Public - State of Florida

John C Primeau
Name typed, printed or stamped

My Commission Expires: 4/4/24

**CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS
OF ATLANTIC GROVE TOWNHOME ASSOCIATION, INC.**

The undersigned, being the duly elected and qualified Secretary of ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (the "Corporation" or the "Association"), hereby certifies that he is the custodian of the books and records and seal of the Corporation, that said Corporation was duly formed pursuant to the laws of the State of Florida, and that the foregoing is a true record of resolutions duly adopted at a meeting of the Board of Directors of the Corporation which was held in accordance with state law and the Corporation's Bylaws. The meeting was held on the 5th day of August, 2020 at which time the following Resolutions and actions were adopted:

WHEREAS, on August 5, 2020, the members of the Corporation voted 37-1 to approve the annexation of certain real property owned by Atlantic Grove Partners, L.L.C., a Florida limited liability company ("Atlantic Grove Partners") into the Association and to convey certain real property owned by the Association to Atlantic Grove Partners.

WHEREAS, on December 21, 2021, the Association, Atlantic Grove Partners, and Atlantic Grove Condominium Association, Inc., entered into an Agreement, as may amended from time to time (the "Agreement") regarding, among other things, certain improvements to be made to Association property by Atlantic Grove Partners, the conveyance of certain Association property to Atlantic Grove Partners, and the conveyance of certain additional property to be conveyed by Atlantic Grove Partners to the Association.

IT IS RESOLVED that the above recitals are true and correct and are incorporated by this reference.

IT IS FURTHER RESOLVED, that the Corporation has determined it to be in the best interest of the Corporation to convey to Atlantic Grove Partners, L.L.C., a Florida limited liability company ("Atlantic Grove Partners") the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

IT IS FURTHER RESOLVED, that the conveyance by the Corporation of the Property to Atlantic Grove Partners has been approved and ratified by the required vote of the members of the Association and the Board of Directors of the Corporation.

IT IS FURTHER RESOLVED, that the Property which is being conveyed to Atlantic Grove Partners does not constitute all, or substantially all, of the assets of the Corporation.

IT IS FURTHER RESOLVED, that the Board of Directors appoints and empowers Erik Mintz, in his capacity as President of the Corporation, to execute and deliver, in the name of the Corporation, any and all documents to complete and effectuate the closing of the conveyance of the Property to Atlantic Grove Partners, including, without limitation: the Special Warranty Deed and Closing Affidavit, and any and all other documents, instruments, certificates, consents, affidavits, and papers in connection with the conveyance, with and upon such terms, changes, additions, and amendments as Erik Mintz shall approve, such approval to be conclusively evidenced by his execution and delivery thereof.

The foregoing Resolutions were duly adopted by the Corporation and have not in any way been modified or rescinded, and are in full force and effect.

14 The undersigned, as Secretary of the Corporation, has executed this Corporate Resolution on this day of April, 2022.


Chris Calderbank, as Secretary

**EXHIBIT
A**

DESCRIPTION

ALL OF LOT 63 AND A PORTION OF LOT 62, ATLANTIC GROVE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 133, PAGES 44 THROUGH 46 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,

FORMERLY BEING A PORTION OF TRACT "R - 2", ATLANTIC GROVE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 96, PAGES 55 THROUGH 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,

BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 35, SAID PLAT OF ATLANTIC GROVE;

THENCE NORTH $89^{\circ}19'31''$ EAST ALONG A SOUTH LINE OF SAID TRACT "R - 2", A DISTANCE OF 77.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH $01^{\circ}31'28''$ WEST, A DISTANCE OF 22.16 FEET;

THENCE NORTH $88^{\circ}28'32''$ EAST, A DISTANCE OF 44.00 FEET;

THENCE SOUTH $01^{\circ}31'28''$ EAST, A DISTANCE OF 22.81 FEET TO A SOUTH LINE OF SAID TRACT "R - 2";

THENCE SOUTH $89^{\circ}19'31''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.
CONTAINING 989 SQUARE FEET, MORE OR LESS.



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
FLORIDA LICENSE NUMBER LB 7667
rsmithsurvey1@gmail.com
4902 FOREST DALE DRIVE
LAKE WORTH, FL 33449
(561) 536-8191

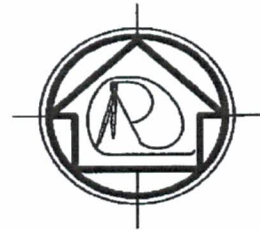
ATLANTIC GROVE
HOA TO PARTNERS

PROJECT NUMBER: 5700

5700FPL

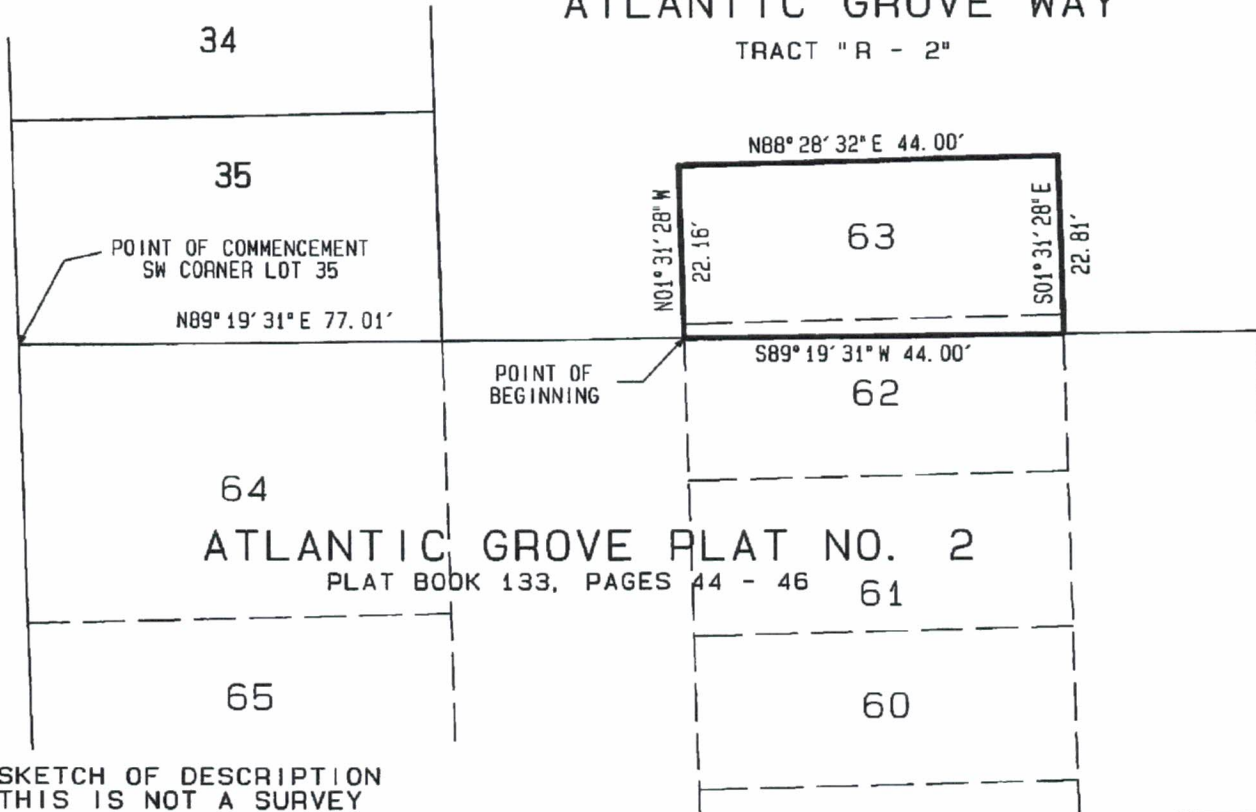
SHEET 1 OF 2

A T L A N T I C G R O V E
 PLAT BOOK 96, PAGES 55 - 58



SCALE: 1" = 20'

ATLANTIC GROVE WAY
 TRACT "R - 2"



SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE.

RICHARD H. SMITH, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA LICENSE NUMBER 5239



RICHARD H. SMITH, INC.
 SURVEYING AND MAPPING
 FLORIDA LICENSE NUMBER LB 7667
 rsmithsurvey@gmail.com
 4902 FOREST DALE DRIVE
 LAKE WORTH, FL 33449
 (561) 536-8191

REVISION	BY	DATE	FB/PG	CKD
REVISE DESCRIPTION	RHS	03/20/22	N/A	RHS
REVISE DESCRIPTION	RHS	03/08/22	N/A	RHS
SKETCH AND DESCRIPTION	RHS	07/14/21	N/A	RHS

ATLANTIC GROVE
 HOA TO PARTNERS
 PROJECT NUMBER: 5700
 5700FPL SHEET 2 OF 2

E-RECORDED simplifile

Prepared by and record and return to:

Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330
Tel. (954) 367-0440
File Number: 9172-02

ID: ORB 33497, Pg 1670
County: Palm Beach
Date: 4/25/22 Time: 9:10:32

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Quitclaim Deed

This Quitclaim Deed is made this 14th day of April, 2022, between ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantor"), whose post office address is 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445, and ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Grantee"), whose post office address is c/o GRS Community Management, 3900 Woodlake Blvd., #309, Lake Worth, FL 33463.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, its successors and assigns forever, all the right, title, interest, claim, and demand which Grantor has in and to that certain parcel of land lying and being in Palm Beach County, Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF**

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of Grantor, either in law or equity, for the use, benefit, and profit of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company

By: NEW URBAN ATLANTIC GROVE, L.L.C., a Florida limited liability company, its Manager

By: NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, its Manager

By: [Signature]
Kevin E. Rickard, as President
{Seal}

Signed, sealed and delivered in our presence:

[Signature]

Witness #1 - Sign name

John C Primeau

Witness #1 - Print name

Angela Grive

Witness #2 - Sign name

[Signature]

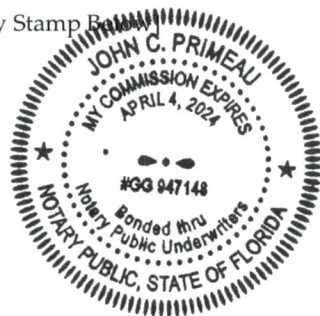
Witness #2 - Print name

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14th day of April, 2022, by **Kevin E. Rickard, as President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN ATLANTIC GROVE, L.L.C., a Florida limited liability company, as Manager of ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company**, on behalf of company under authority vested in him by the limited liability companies and corporation. He is personally known to me or produced _____ as identification.

[Notary Stamp]



[Signature]
Notary Public - State of Florida

John C Primeau
Name typed, printed or stamped

My Commission Expires: 4/4/2024

Exhibit "A"

LEGAL DESCRIPTION – AGP TO HOA

Tracts OS-1, OS-2, OS-3, OS-4, and R-3 of ATLANTIC GROVE PLAT NO. 2, according to the Plat thereof, as recorded in Plat Book 144, at Pages 44-46, of the public records of Palm Beach County, Florida

Prepared by and record and return to:

Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330
Tel. (954) 367-0440
File Number: 9172-02

[Space Above This Line For Recording Data]

Quitclaim Deed

This Quitclaim Deed is made this 14th day of April, 2022, between ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantor"), whose post office address is 200 Congress Park Drive, Suite 201, Delray Beach, Fl 33445, and ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Grantee"), whose post office address is c/o GRS Community Management, 3900 Woodlake Blvd., #309, Lake Worth, FL 33463.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, its successors and assigns forever, all the right, title, interest, claim, and demand which Grantor has in and to that certain parcel of land lying and being in Palm Beach County, Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF**

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of Grantor, either in law or equity, for the use, benefit, and profit of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

**ATLANTIC GROVE PARTNERS, L.L.C., a
Florida limited liability company**

By: NEW URBAN ATLANTIC GROVE, L.L.C.,
a Florida limited liability company, its
Manager

By: NEW URBAN COMMUNITIES
CORPORATION, a Florida
corporation, its Manager

By: [Signature]
Kevin E. Rickard, as President
(Seal)

Signed, sealed and delivered in our
presence:

[Signature]
Witness #1 - Sign name

John C Primeau
Witness #1 - Print name

Angela Grivic
Witness #2 - Sign name

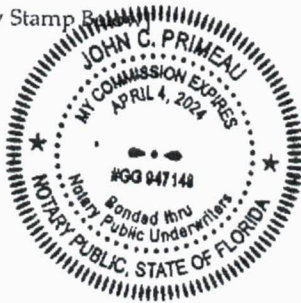
[Signature]
Witness #2 - Print name

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14th day of April, 2022, by Kevin E. Rickard, as President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN ATLANTIC GROVE, L.L.C., a Florida limited liability company, as Manager of ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company, on behalf of company under authority vested in him by the limited liability companies and corporation. He is personally known to me or produced _____ as identification.

[Notary Stamp]



[Signature]
Notary Public - State of Florida

John C Primeau
Name typed, printed or stamped

My Commission Expires: 4/4/2024

ID: ORB 33497, Pg 1665
County: Palm Beach
Date: 4/25/22 Time: 9:10:32

Prepared by and record and return to:

Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330
Tel. (954) 367-0440
File Number: 9172-02



[Space Above This Line For Recording Data]

Special Warranty Deed

THIS INDENTURE is made this 14th day of April, 2022, between ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Grantor"), whose post office address is c/o GRS Community Management, 3900 Woodlake Blvd., #309, Lake Worth, FL 33463, and ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantee"), whose post office address is 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to the Grantee, its successors and assigns forever, that certain parcel of land lying and being in Palm Beach County, Florida, more particularly described as follows:

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

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, covenants, reservations, and easements of record, if any, without serving to reimpose same; and taxes for the year 2022 and subsequent years.

ID: ORB 33497, Pg 1665
County: Palm Beach
Date: 4/25/22 Time: 9:10:32

Prepared by and record and return to:

Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330
Tel. (954) 367-0440
File Number: 9172-02



[Space Above This Line For Recording Data]

Special Warranty Deed

THIS INDENTURE is made this 14th day of April, 2022, between **ATLANTIC GROVE TOWNHOME ASSOCIATION, INC.**, a Florida **not-for-profit corporation** (hereinafter referred to as the "Grantor"), whose post office address is c/o GRS Community Management, 3900 Woodlake Blvd., #309, Lake Worth, FL 33463, and **ATLANTIC GROVE PARTNERS, L.L.C.**, a Florida **limited liability company** (hereinafter referred to as the "Grantee"), whose post office address is 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to the Grantee, its successors and assigns forever, that certain parcel of land lying and being in Palm Beach County, Florida, more particularly described as follows:

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

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, covenants, reservations, and easements of record, if any, without serving to reimpose same; and taxes for the year 2022 and subsequent years.

IN WITNESS WHEREOF, this Third Amendment and Supplemental has been signed by an authorized officer of the Association on the date set forth below.

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

ATLANTIC GROVE TOWNHOME ASSOCIATION, INC, a Florida corporation not for profit

[Signature]
Signature

Print Name ERIK MINTZ

By: [Signature]
Name: Erik Mintz
Title: President

[Signature]
Signature

Print Name John C Primeau

STATE OF FLORIDA)
) SS
COUNTY OF Polk)
) Beach

The foregoing instrument was acknowledged before me, by means of physical presence, or online notarization this 14th day of April, 2022, by Erik Mintz, as President of Atlantic Grove Townhome Association, Inc., a Florida not for profit corporation, on behalf of said corporation. He is — personally known to me, or has produced FLA Drivers Lic. as identification.



[Signature]
Notary Public, State of Florida

John C Primeau
Typed, Printed or Stamped Name of Notary Public

WITNESSES AS TO AGP:

K Genovese
Signature
Print Name: Karen Genovese

[Signature]
Signature
Print Name: John Primeau

AGP:

ATLANTIC GROVE PARTNERS, L.L.C., a Florida limited liability company

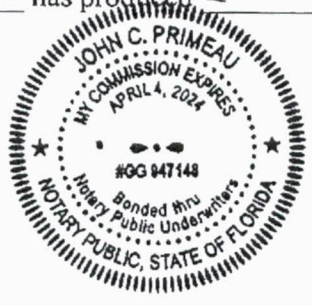
By: NEW URBAN ATLANTIC GROVE, L.L.C., a Florida limited liability company, its Manager

By: NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, its Manager

[Signature]
By: Timothy L. Hernandez
Print Name: Timothy L. Hernandez
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF BrowARD)

The foregoing instrument was acknowledged before me, by means of physical presence, or online notarization this 14th day of April, 2022 by Timothy L. Hernandez, as Vice President of New Urban Communities Corporation, being the Manager of New Urban Atlantic Grove, L.L.C., being the Manager of Atlantic Grove Partners, L.L.C., a Florida limited liability company on behalf of said corporation and companies. He is personally known to me, or has produced as identification.



[Signature]
Notary Public, State of Florida
John C Primeau
Typed, Printed or Stamped Name of Notary Public