

SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS SEVENTH AMENDMENT, made and executed this 16th day of JANUARY, 1987, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, in the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to Declaration, dated June 21, 1983, and recorded in Official Record Book 3973, Page 1734, as amended by that certain Second Amendment to Declaration, dated January 23, 1984, and recorded in Official Record Book 4141, Page 1172, as amended by that certain Third Amendment to Declaration, dated January 27, 1984, and recorded in Official Record Book 4147, Page 1608, as amended by that certain Fourth Amendment to Declaration, dated September 7, 1984, and recorded in Official Record Book 4552, Page 1324, as amended by that certain Fifth Amendment to Declaration (which, inter alia, changed the name of the Declaration to Aberdeen) dated November 17, 1986 and recorded in Official Record Book 5153, Page 1332, and as amended by that certain Sixth Amendment to Declaration, dated November 7, 1986 and

This instrument was prepared
 by and should be returned to:
 Michelle C. Wilkinson, Esquire
 Gunster, Yoakley, Criser & Stewart, P.A.
 Phillips Point, Suite 500
 777 South Flagler Drive
 West Palm Beach, Florida 33401-6194

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recorded in Official Record Book 5152, Page 1354, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, Sunbelt is the owner of that real property lying and being in Palm Beach County, Florida, and legally described as follows:

All of the PLAT OF ABERDEEN - PLAT NO. 4, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 55, at Page 36 through 39, inclusive (the "Additional Property");

and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Seventh Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

Robert Weiss
M. R. O.

By: Philip D. Weiss
Its: Exec. Vice President
(CORPORATE SEAL)

STATE OF Illinois)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this 16th day of January, 1987, by Philip D. Weiss, the Exec. Vice-President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:
5-29-1990

Robert Weiss
NOTARY PUBLIC

" (Impression Notarial Seal)

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will call 68 ✓

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CERTIFICATION

ORF 5576 P 902

WHEREAS, SUNBELT PROPERTIES, LTD., an Illinois limited partnership as "Sunbelt" caused to be recorded that certain Declaration of Covenants and Restrictions in O.R. Book 3970 at Page 573 of the Public Records of Palm Beach County, Florida; and

WHEREAS, in the Fifth Amendment to that Declaration recorded in O.R. Book 5152 at Page 1338 of the Public Records of Palm Beach County, Sunbelt reserved the right to further amend the Declaration; and

WHEREAS, in connection with ABERDEEN SQUARE'S acquisition of said Tract B, Sunbelt has agreed to the matter set forth below and desires to confirm said agreement.

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

Sunbelt will not modify the Declaration to prohibit Tract B of the Plat of Le Chalet Shopping Center as recorded in Plat Book 32 at Page 23 of the Public Records of Palm Beach County (the "Property") from being used as a shopping center.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 12th day of February, 1988.

SUNBELT PROPERTIES, LTD., an Illinois limited partnership

By: UDC ADVISORY SERVICES, INC., an Illinois corporation, General Partner

By: GUS SANKERS, its Assistant Secretary

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

The foregoing instrument was acknowledged before me by GUS SANKERS as Assistant Secretary of UDC ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership by and on behalf of said partnership.

Laurel B. Berman
Notary Public, State of Florida at Large

My commission expires:
BY COMMISSION EXP. MAR. 6, 1991
DOWNSIDE 1000 GENERAL 100, 000.



THOMAS D. BARNETT & MARY W. WATSON

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

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08193.00023

MAY-16-1988 09:16am 88-129456

ORB 5670 Pg. 891

This instrument was prepared
by and should be returned to:
Ross C. Hering, Esquire
Gunster, Yoakley, Criser & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
West Palm Beach, Florida 33401-6194

EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS EIGHTH AMENDMENT, made and executed this 28th day
of April, 1988, by SUNBELT PROPERTIES, LTD., an Illinois
limited partnership authorized to transact business in the
State of Florida ("Sunbelt").

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit
Development and Parkwalk Planned Commercial Development, dated
June 17, 1983, and recorded in Official Record Book 3970, Page
573, Public Records of Palm Beach County, Florida (the
"Declaration"), as amended by that certain First Amendment to
Declaration, dated June 21, 1983, and recorded in Official
Record Book 3973, Page 1734, as amended by that certain Second
Amendment to Declaration, dated January 23, 1984, and recorded
in Official Record Book 4141, Page 1172, as amended by that
certain Third Amendment to Declaration, dated January 27, 1984,
and recorded in Official Record Book 4147, Page 1608, as
amended by that certain Fourth Amendment to Declaration, dated
September 7, 1984, and recorded in Official Record Book 4532,
Page 1324 and as amended by that certain Fifth Amendment to
Declaration (which, inter alia, changed the name of the
Declaration to "Aberdeen") dated November 17, 1986 and recorded

in Official Record Book 5152, Page 1338, as amended by that certain Sixth Amendment to Declaration, dated November 7, 1986, and recorded in Official Record Book 5152, Page 1354, and as amended by that certain Seventh Amendment to Declaration, dated January 16, 1987, and recorded in Official Record Book 5161, Page 1133, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, Sunbelt is the owner of that certain real property situate in Palm Beach County, Florida, being that certain project to be known as Stratford at Aberdeen, and legally described as follows:

All of ABERDEEN - PLAT NO. 6, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 59, at Page 139 through 140, inclusive (the "Additional Property");

and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Sunbelt is the owner of that certain real property situate in Palm Beach County, Florida, being a portion of the Aberdeen Planned Unit Development and legally described as follows:

All of ABERDEEN - PLAT NO. 5, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 59, on Page 86 through 87, inclusive ("Aberdeen Drive");

and

WHEREAS, Aberdeen Drive has been dedicated on the above-referenced Plat to Aberdeen Property Owners Association, Inc., a Florida not-for-profit corporation (the "Master Association"); and

WHEREAS, the Master Association has erected a Gatehouse at the entrance to Aberdeen drive (the "Gatehouse"); and

WHEREAS, pursuant to the Declaration, the Master Association has the responsibility to maintain Aberdeen Drive and the landscaping on Aberdeen Drive (the "Landscaped Areas") and to maintain and operate the Gatehouse; and

WHEREAS, because of the contiguity and/or proximity of Aberdeen Drive to those certain parcels of property within Aberdeen known as Parcels A, B and C, said parcels more particularly being shown on that certain drawing attached hereto and made a part hereof as Exhibit "A" (the "Adjacent Parcels"), the owners thereof will derive especial benefits from the Master Association's maintenance of the Landscaped Areas and operation of the Gatehouse, including, without limitation, aesthetic appeal, security and enhancement of property values; and

WHEREAS, pursuant to Sub-Section 12.2.3 of the Declaration, as amended, the Declaration may be amended by Sunbelt at any time.

NOW, THEREFORE, in accordance with Sub-Section 12.2.2 and Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All defined terms herein shall have the same meaning herein as in the Declaration.

2. Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto, subsequent to the filing of the Declaration, including without limitation, the Additional Property. The Additional Property shall be governed

Residential Units, as shown on the Master Plan (1782), plus (c) the number of Commercial Units within Aberdeen P.C.D. (56), and plus (d) the number of Commercial Units within the commercial areas located in Aberdeen P.U.D., as shown on the Master Plan (87). This total number of votes shall increase as additional property within Aberdeen P.U.D. and Aberdeen P.C.D. is submitted to this Declaration and shall decrease as Sunbelt submits Residential Units and Commercial Units to Sub-Associations.

14. A new Section 3.7.4 is hereby added to the Declaration as follows:

3.7.4 After turnover of control of the Master Association, no action shall be taken or decision made by the Board which would adversely impact on the construction, development, sale or marketing of Aberdeen P.U.D. or Aberdeen P.C.D. or on the condition or appearance of Aberdeen P.U.D. or Aberdeen P.C.D. without the prior written consent of Sunbelt. Provided, however, that the foregoing approval of Sunbelt shall no longer apply at such time as Sunbelt no longer owns any property within Aberdeen P.U.D. or Aberdeen P.C.D. for sale or development in the normal course of business. Such decisions and actions shall be submitted to Sunbelt for its approval. Sunbelt shall approve or disapprove such actions or decisions within twenty (20) days after receipt thereof. In the event Sunbelt fails to act within such time period, such failure shall be deemed approval by Sunbelt.

15. A new Section 5.1.6 is hereby added to the Declaration as follows:

5.1.6 An easement is hereby granted to members of the Club and their guests, and to the Club Owner and its officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course located within Aberdeen P.U.D. and Aberdeen P.C.D. and to permit the doing of every act necessary and incident to maintaining the Club Facilities. These acts shall include, but not be limited to, the recovery of golf balls from Parcels, the flight of golf balls over and upon the Parcels, the creation of the usual and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining Club Facilities, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of Club Facilities. Sunbelt shall have the right to prescribe in writing to the Club Owner the manner and extent to which the rights under this easement shall be exercised. In addition, Sunbelt may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and it may limit the manner and place of doing all or certain of the acts authorized by this easement.

16. A new Section 5.1.7 is hereby added to the Declaration as follows:

5.1.7 A non-exclusive easement is hereby granted for ingress and egress over, across and through all streets within Aberdeen P.U.D. and Aberdeen P.C.D. for access to and from the Club by the Club Owner, all officers, directors and agents of the Club Owner, and all members of the Club, regardless of whether such members are also Owners. This easement is subject to all rules and regulations promulgated by the Master Association from time to time.

17. Section 6.2 of the Declaration is hereby deleted and replaced by the following:

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Master Association, the Common Property, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Master Association and the Common Property; property taxes and assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; maintenance of the Water Management System (provided, however, that the costs of maintenance of lakes which are located east of Jog Road and west of the E-3 canal shall be included in the Eastern Area Assessments and the costs of maintenance of lakes which are located west of Jog Road shall be included in the Western Area Assessments, provided, however, that the costs of maintenance of those lakes which primarily benefit the Commercial Owners shall instead be included in the Commercial Assessments); and any roadways dedicated, reserved or deeded to the Master Association; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; maintenance and creation of reserve accounts, pursuant to the By-Laws of the Master Association; expenses and liabilities incurred by the Master Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; maintenance charges from the Club Owner, or from another Member, person or entity authorized by the Board of Directors to maintain a portion of the Common Property; and all other expenses deemed by the Board of Directors of the Master Association to be necessary and proper for management, maintenance, repair, operation and enforcement, provided, however, that such expenses are not attributable to only one specific class of Members.

18. Section 6.3 of the Declaration is hereby deleted and replaced by the following:

6.3 Basis and Collection of General Assessments. The Board of Directors of the Master Association shall annually estimate the

Common Expenses it expects to incur and the period of time involved therein and shall assess the Members and the Club Owner sufficient monies to meet this estimate. All Parcels shall be assessed at a uniform rate and all Members (other than the Club Owner) shall be assessed based upon the number of Parcels (including Commercial Units) governed by the Members. The Club Owner shall be assessed based on the following formula: one Parcel Assessment for every fifty (50) resident equity memberships in the Club which are sold and closed. For example, in the event one hundred (100) resident equity memberships are sold and closed in the Club, the Club Owner shall be assessed at an amount equal to the Assessment for two (2) Parcels. Should the Master Association at any time determine that the Assessments levied are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional General Assessments to meet such needs. The General Assessments shall be collectible in advance on a monthly basis.

19. A new Section 6.4 of the Declaration is hereby added as follows:

6.4 Commercial Assessments, Eastern Area Assessments, and Western Area Assessments. The Master Association shall have the power and authority to levy and collect Assessments against only one (1) specific class of Members (referred to herein as "Commercial Assessments", "Eastern Area Assessments" or "Western Area Assessments" as the case may be), for payment of: operation, maintenance and management of property solely benefiting or used by only one particular class of Members (for example, but without limitation, the costs of maintenance of lakes which are located east of Jog Road and west of the E-3 canal shall be included in the Eastern Area Assessments, and the costs of maintenance of lakes which are located west of Jog Road shall be included in the Western Area Assessments, provided, however, that the costs of maintenance of those lakes which primarily benefit the Commercial Owners shall instead be included in the Commercial Assessments), maintenance charges from the Club Owner or from another Member, person or entity authorized by the Board of Directors to maintain a portion of the Common Property, the costs of which are to be included in the Eastern Area Assessments, the Western Area Assessments or the Commercial Assessments, as the case may be, and all other expenses deemed to be necessary and proper for management, maintenance, repair, operation and enforcement in connection with only one particular class of Members, as determined by the Board of Directors representing such class of Members. Assessments levied against only one (1) particular class shall be levied only by the Board of Directors representing such class. Further, such Assessments shall be at a uniform amount for each Parcel within such class, provided, however, that assessments against the Club Owner shall be based on the formula set forth herein for the

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assessment of general Assessments against the Club Owner.

20. Section 6.4 is hereby renumbered as Section 6.5 and is deleted and replaced by the following:

6.5 Special Assessments. The Board of Directors of the Master Association shall have the power and authority to levy and collect a special Assessment from each Member and the Club Owner for payment of the following: the acquisition of property by the Master Association; the cost of construction of capital improvements on the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of the Common Property, or a capital improvement, including the necessary fixtures and personal property related thereto, including, without limitation, such costs resulting from an Act of God, hurricane, flood or freeze damage; the expense of indemnification of each director and officer of the Master Association and any other expenses not included in the budget adopted annually by the Master Association. All special Assessments shall be at a uniform amount for each Parcel assessed. The Club Owner shall be assessed based on the same formula set forth herein for the assessment of general Assessments against the Club Owner. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment should exceed FIVE HUNDRED DOLLARS (\$500.00) per Parcel, it shall require the approval of the Members of the Master Association, to be obtained in a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

21. Section 6.5 of the Declaration is hereby renumbered as Section 6.6.

22. Section 6.6 of the Declaration is hereby renumbered as Section 6.7 and is hereby deleted and replaced by the following:

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Master Association to the Members and the Club Owner shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law (or in the absence of such law, at such interest rate as the Board of Directors of the Master Association may decide from time to time) from the date due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against all property owned and all Parcels governed by the Member against which the

Assessment is made, or against the Club Facilities in the case of delinquent assessments by the Club Owner, as the case may be, and shall also be the continuing personal obligation of the Member, each Owner and the Club Owner, as the case may be; provided, however, that such personal obligation shall not pass to successors in title to a Parcel or to the Club Facilities, unless assumed by such successor in title. Any successor in title to an Owner or the Club Owner shall be held to constructive notice of the records of the Master Association to determine the existence of any delinquency in the payment of Assessments by the Sub-Association to which the Parcel is subject, or by the Club Owner, as the case may be. The Master Association shall also record a claim of lien in the Public Records of the County against all Parcels governed by the delinquent Member or against any real property owned by the Club Owner, as the case may be, setting forth the amount of the unpaid Assessment, the rate of interest due thereon and the costs of collection thereof. If any Assessment or any installment thereof shall not be paid within thirty (30) days following the due date, the Master Association may declare the entire Assessment immediately due and payable. The Master Association may at any time thereafter bring an action to foreclose the lien against any one or more of the properties encumbered thereby, and a suit on the personal obligation of the Member, and of each Owner or the Club Owner, as the case may be. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Master Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back and it shall take priority as of the date of recordation of the Declaration. Each Owner may relieve his Parcel of the Assessment lien by paying to the Master Association the proportionate amount of the Assessment attributable to his Parcel, as determined by the Master Association. Upon such payment, the Master Association shall execute and record a release of lien with respect to such Parcel. The Club Owner may relieve its property of the Assessment lien by paying to the Master Association the proportionate amount of the Assessment attributable to its property, as determined by the Board of Directors of the Master Association. Upon such payment, the Master Association shall execute and record a release of lien with respect to the property of the Club Owner.

23. Section 6.7 of the Declaration is hereby renumbered as Section 6.8.

24. Section 6.8 of the Declaration is hereby renumbered as Section 6.9 and is hereby deleted and replaced by the following:

6.9 Certificate of Assessments. The Master Association shall prepare a roster of the Sub-Associations and the Club Owner and the Assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open for inspection by all Members, Owners and the Club Owner. At the request of a Member or Owner, or the Club Owner, the Board of Directors shall prepare a certificate of Assessments signed by an officer of the Master Association, setting forth whether the Sub-Association's or the Club Owner's Assessments have been paid and the amount which is due as of the date of the certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

25. Section 6.9 of the Declaration is hereby renumbered as Section 6.10 and is hereby amended by deleting the fourth sentence thereof and replacing it with the following:

Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure may be reallocated and assessed to all Sub-Associations and the Club Owner as a Common Expense. Provided, however, that in the event such delinquent Assessments were assessed against only one (1) particular class of Members, then and in that event, such Assessments shall be reallocated and assessed only to the Members governing such class.

26. Section 6.10 of the Declaration is hereby renumbered as Section 6.11 and the first sentence thereof is hereby deleted and replaced by the following:

In lieu of the payment of any Assessments, Sunbelt shall be responsible only for the payment of that portion of the Common Expenses which exceeds the amount paid by the other Members and the Club Owner.

27. Sections 6.11 and 6.12 of the Declaration are hereby renumbered respectively as Sections 6.12 and 6.13.

28. A new Sub-Section 9.1 is hereby added to Article 9 of the Declaration as follows:

9.1 Club Membership

Subject to the foregoing provisions in this Article 9, the Club Facilities shall be developed and provided at the discretion of the Club Owner. Rights to use the Club Facilities will be on such terms and conditions as may be promulgated from time to time by the Club Owner.

The Club Owner shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Club Facilities, specifically including, without limitation, the terms of eligibility for use, privileges available to use such facilities, the categories of use and the number of users permitted to use any of the Club Facilities, to reserve use rights for future Owners or non-Owners or to terminate any and all use rights. Ownership of a Parcel does not confer any membership or ownership rights in the Club. Owners of Residential Units shall have the right to apply for membership in the Club on terms and conditions established and existing for the Club at the time the Owner's subscription for a membership or ownership right in the Club is submitted. In the event an Owner is accepted as a member of the Club, he shall be subject to such documents and such rules and regulations of the Club as are established and existing at the time of his acceptance, as the same may be amended from time to time, and shall be required to pay such equity membership fees, dues and other amounts as may be required by the Club from time to time.

29. Sub-Section 12.2.2 of the Declaration is hereby deleted and replaced by the following:

12.2.2. Subject to the provisions set forth in Sub-Sections 12.2.4, 12.2.5, 12.2.6, 12.2.7 and 12.2.8 of the Declaration, so long as Sunbelt owns any property within Aberdeen P.U.D. or Aberdeen P.C.D. for sale and development in the normal course of business, Sunbelt shall have the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the provisions contained in this Declaration including, but not limited to provisions relating to the addition of property subject to this Declaration, use restrictions and Assessments, without the joinder and consent of the Owners, the Master Association or any other individual or entity and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire Sunbelt Property or only specific portions of the Sunbelt Property. Notwithstanding the foregoing, Sunbelt shall not have the right to alter, modify, change, revoke, rescind or cancel any or all of the provisions in the Declaration without the joinder of Lakes and Estates, so long as they have a mortgage on the Sunbelt Property or any portion thereof.

30. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges and liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the

Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto, subsequent to the filing of the Declaration, including without limitation, the Additional Property.

31. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Fifth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact busi-
ness in the State of Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to transact
business in the State of
Florida, as General
Partner

Charles McMillan
III - G. A. C.

By: Robert H. DeLoach
Its: _____ President
(CORPORATE SEAL)

JOINDER OF ABERDEEN GOLF AND COUNTRY CLUB, INC.

Aberdeen Golf and Country Club, Inc., a Florida not-for-profit corporation, hereby joins in this Fifth Amendment to Declaration for the sole purpose of agreeing to perform its obligations as contained in the Declaration.

Signed, sealed and delivered
in the presence of:

ABERDEEN GOLF AND COUNTRY
CLUB, INC., a Florida
not-for-profit corporation

John Russell
John D. Russell

By: John D. Russell
Its: _____ President
(CORPORATE SEAL)

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JOINDER OF ABERDEEN PROPERTY OWNERS ASSOCIATION, INC.
(formerly known as Parkwalk Property Owners Association, Inc.)

Aberdeen Property Owners Association, Inc., a Florida not-for-profit corporation, hereby joins in this Fifth Amendment to Declaration for the sole purpose of agreeing to perform its obligations as contained in this Fifth Amendment to Declaration.

Signed, sealed and delivered
in the presence of:

ABERDEEN PROPERTY OWNERS
ASSOCIATION, INC. (formerly
known as Parkwalk Property
Owners Association, a Florida
not-for-profit corporation

By: [Signature]
Its: _____ President

[Signature]
[Signature]

(CORPORATE SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The foregoing instrument was acknowledged before me
this 17th day of November, 1986, by Robert H. Daskal,
the _____ President of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation, as General Partner of SUNBELT PROPERTIES,
LTD., an Illinois limited partnership, for and on behalf of the
limited partnership.

My Commission Expires: 5-29-1990

[Signature]
NOTARY PUBLIC

(Impression Notarial Seal)

STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me
this 12th day of January, 1987, by [Signature],
the _____ President of ABERDEEN GOLF AND COUNTRY CLUB,
INC., a Florida not-for-profit corporation, on behalf of the
corporation.

My Commission Expires:

[Signature]
NOTARY PUBLIC

(Impression Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 20, 1989
BONDED THRU GENERAL INS. UNO.

B5152 P1352

STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me
this 13th day of January, 1987, by Lisa Sanders,
the _____ President of ABERDEEN PROPERTY OWNERS
ASSOCIATION, INC. (formerly known as Parkwalk Property Owners
Association, Inc.), a Florida not-for-profit corporation, on
behalf of the corporation.

My Commission expires:

Lisa Bennett
NOTARY PUBLIC

(Impression Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 20, 1989
BONDED THRU GENERAL INS. UNO.

B5152 P1353

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN R. DUNKLE
CLERK CIRCUIT COURT

by the Stratford at Aberdeen Condominium Association, Inc., a Florida not for profit corporation (the "Condominium Association"), to the extent that the Additional Property is subjected to declarations of condominium for condominiums constructed within Stratford at Aberdeen, and shall also be governed by the Master Association.

3. A new Section 7.7 is hereby added to the Declaration as follows:

7.7.1 The Master Association shall maintain Aberdeen Drive and the Landscaped Areas, in accordance with the Master Declaration, and shall enter into such contracts and employ such personnel as are necessary to accomplish such maintenance.

7.7.2 The Master Association shall maintain, staff and operate the Gatehouse as hereinafter provided. The Master Association shall delegate the sole and exclusive responsibility for maintaining, staffing and operating the Gatehouse pursuant to a contract to be entered into with a separate management company (the "Management Company"). Notwithstanding anything contained herein to the contrary, the Master Association shall have no obligation whatsoever to operate the Gatehouse until such time as seventy percent (70%) of all units within Stratford at Aberdeen that will ultimately be operated by the Condominium Association have been constructed and conveyed to purchasers by the developer thereof. At such time as seventy percent (70%) of all units within Stratford at Aberdeen that will ultimately be operated by the Condominium Association have been constructed and conveyed to purchasers by the developer thereof, the Management Company shall staff and operate the Gatehouse with one employee at least twelve (12) hours per day, seven (7) days a week. The manner, staffing and hours of operation of the Gatehouse may be changed at any time upon the affirmative written agreement of the owners of all of the Adjacent Parcels (collectively the "Adjacent Owners"). The staffing

and hours of operation of the Gatehouse may be increased, notwithstanding the fact that all Adjacent Owners have not agreed thereto, provided that the Adjacent Owners desiring such increase agree in writing to pay the increased costs occasioned thereby. In no event, however, shall the staffing and hours of operation of the Gatehouse be decreased, nor the manner of operation thereof changed, without the affirmative written consent of all of the Adjacent Owners.

7.7.3 The Master Association's costs of maintenance of the Landscaped Areas and maintenance and operation of the Gatehouse shall be shared by the Adjacent Owners in the following percentages: The owner of Parcel A - 40%; The owner of Parcel B - 40%; the owner of Parcel C - 20% (the foregoing costs are hereinafter referred to as the "Cost Assessments"). At such time as the Owner of Parcel C ceases to use such Parcel as a sales center, the Adjacent Owners' Cost Assessments shall be reapportioned as follows: the Owner of Parcel C shall pay 5.8% of the total Cost Assessments and the Owners of Parcels A and B shall each pay 47.1% of the total Cost Assessments. The Cost Assessments shall be in addition to, and not in lieu of, all assessments charged by the Master Association (pursuant to the Declaration), including costs for maintenance of Aberdeen Drive. The Master Association shall invoice the Adjacent Owners each month for their Cost Assessments. If any Cost Assessment is not paid on the day when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law (in the absence of such law, at such interest rates as the Board of Directors of the Master Association may decide from time to time) from the day when due until paid. Each Adjacent Owner's Cost Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing

lien against all property owned or governed by such Adjacent Owner. The Master Association shall also record a claim of lien in the public records of the Palm Beach County against all property owned or governed by a defaulting Adjacent Owner, setting forth the amount of such Owner's respective share of the unpaid Cost Assessment, the rate of interest due thereon and the cost of collection thereof. If any Cost Assessment or any installment thereof shall not be paid within thirty (30) days following the date when due, the Master Association may at any time thereafter bring an action to foreclose the lien against any one or more of the properties encumbered thereby. There shall be added to the amount of the defaulting Adjacent Owner's share of the Cost Assessment the cost of such action, including attorneys' fees and, in the event a judgment is obtained, such judgment shall include interest on the defaulting Owner's respective share of the Cost Assessment as above provided. Each member of the Condominium Association may relieve his condominium unit of the Cost Assessment lien by paying to the Master Association a proportionate amount of the unpaid Cost Assessment attributable to his condominium unit, as determined by the Master Association. Upon such payment, the Master Association shall execute and record a release of lien with respect to such condominium unit.

4. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Eighth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact busi-
ness in the State of Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to transact
business in the State of
Florida, as General
Partner

James E. Delano

By: Jeffrey S. Elsner
Assistant Secretary

(CORPORATE SEAL)



STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me
this 28th day of April, 1988, by Jeffrey S. Elsner, the
Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation authorized to do business in Florida, as
General Partner of SUNBELT PROPERTIES, LTD., an Illinois
limited partnership, for and on behalf of the limited
partnership.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 8, 1991
BONDED THRU GENERAL INS. UND.

Laetta Parnassini
NOTARY PUBLIC

(Impression Notarial Seal)



GY 22 This Instrument was prepared by
ES and should be returned to:
22 ROBERT S. KRAMER, ESQUIRE
GUNSTER, YOAKLEY, CRISER &
STEWART, P.A.
777 South Flagler Drive
West Palm Beach, Florida 33402-4587

MAY-19-1988 03:11PM 88-134317
ORB 5675 Pg 1554

NINTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS NINTH AMENDMENT, made and executed this 9th day
of November, 1987, by SUNBELT PROPERTIES, LTD., an
Illinois limited partnership authorized to transact business in
the State of Florida ("Sunbelt"),

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit
Development and Parkwalk Planned Commercial Development, dated
June 17, 1983, and recorded in Official Record Book 3970, Page
573, Public Records of Palm Beach County, Florida (the
"Declaration"), as amended by that certain First Amendment to
Declaration, dated June 21, 1983, and recorded in Official
Record Book 3973, Page 1734, as amended by that certain Second
Amendment to Declaration, dated January 23, 1984, and recorded
in Official Record Book 4141, Page 1172, as amended by that
certain Third Amendment to Declaration, dated January 27, 1984,
and recorded in Official Record Book 4147, Page 1608, as
amended by that certain Fourth Amendment to Declaration, dated

September 7, 1984, and recorded in Official Record Book 4552, Page 1324, as amended by that certain Fifth Amendment to Declaration (which, inter alia, changed the name of the Declaration to Aberdeen) dated November 17, 1986, and recorded in Official Record Book 5152, Page 1338, as amended by that certain Sixth Amendment to Declaration, dated November 7, 1986, and recorded in Official Record Book 5152, Page 1354, and as amended by that certain Seventh Amendment to Declaration, dated January 16, 1987, and recorded in Official Record Book 5161, Page 1133, and as amended by that certain Eighth Amendment to Declaration, dated February 2, 1988, and recorded in Official Record Book 5670, Page 891, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, pursuant to sub-section 12.2.2 of the Declaration, the Declaration may be amended by Sunbelt at any time so long as Sunbelt owns any property within Aberdeen P.U.D. or Aberdeen P.C.D.; and

WHEREAS, Sunbelt wishes to amend the Declaration for the purposes hereinafter set forth; and

WHEREAS, Sunbelt owns property within Aberdeen P.U.D. and Aberdeen P.C.D..

NOW, THEREFORE, in accordance with Sub-Section 12.2.2 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. A new sentence is hereby added to the end of sub-section 8.2.5 of the Declaration as follows:

8.2.5 Provided, however, that after turnover of control of the Master Association, no action shall be taken or decision made by the A.R.B. that would adversely impact on the construction,

development, sale or marketing of Aberdeen P.U.D. or Aberdeen P.C.D. or on the condition or appearance of Aberdeen P.U.D. or Aberdeen P.C.D., without the prior written consent of Sunbelt. Such decisions and actions shall be submitted to Sunbelt for its approval. Sunbelt shall approve or disapprove said actions or decisions within thirty (30) days after receipt thereof. In the event Sunbelt fails to act within such time period, such failure shall be deemed approval by Sunbelt.

3. Sub-section 8.7.1 of the Declaration is hereby deleted and replaced by the following:

With respect to the plans submitted to the A.R.B. for any improvement proposed to be constructed within that portion of the Sunbelt property line within Parkwalk P.U.D., a negative vote by Sunbelt shall constitute rejection of the proposed improvements and denial of approval by the A.R.B.

4. Sub-section 8.7.2 of the Declaration is hereby deleted and replaced by the following:

With respect to the plans submitted to the A.R.B. for any improvement proposed to be constructed in the Bocalinda Property, a negative vote by Bocalinda or the Association created by Bocalinda shall constitute rejection of the proposed improvement and denial of approval by the A.R.B.; provided, however, with respect to the plans submitted to the A.R.B. for any improvement proposed to be constructed on Lots 1-13, inclusive, 33, 34 or 35 in the Bocalinda Property according to Plat No. IV-B LeChalet (P.U.D.), a negative vote by a majority of members of the A.R.B. shall constitute rejection of the proposed improvement and denial of approval by the A.R.B.

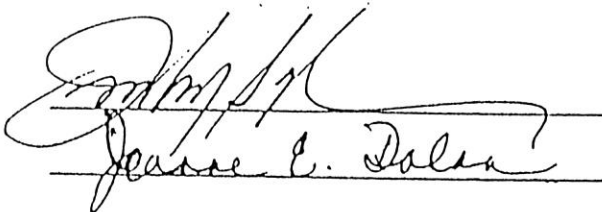
5. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

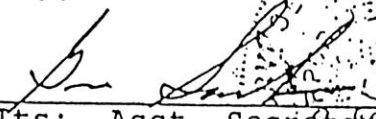
IN WITNESS WHEREOF, Sunbelt has caused this Ninth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

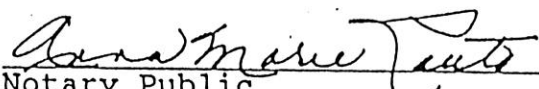

Jeanne E. Dolan

By: 
Its: Asst. Secretary
(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Pinellas) ss.

This instrument was acknowledged before me this 9 day of November, 1987, by Gus Lardner, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an Illinois limited partnership authorized to transact business in the State of Florida, as general partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida, on behalf of the limited partnership.


MARIE LAUTERBACH
(NOTARIAL SEAL)
PUBLIC
7163H:101387
08193:00002


Notary Public
My Commission Expires:

JOINDER OF BOCALINDA LAKES

Bocalinda Lakes Property Owners Association hereby joins in this Ninth Amendment to Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development for the sole purpose of agreeing to perform its obligations as contained in this Ninth Amendment to Declaration.

Signed, sealed and delivered in the presence of:

[Signature]
Robert F. Jones

BOCALINDA LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Its: President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me this 14th day of February, 1988, by GARY OLIVER, the President of Bocalinda Lakes Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

My Commission Expires:

[Signature]
NOTARY PUBLIC

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 6, 1991
BONDED THRU GENERAL INS. VMO.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

JUL 21 '95 12:38PM LOWE & BERMAN P. A.

P.7

Name

Address

SEP-20-1988 12:30pm 88-260718

ORB 5812 Pg 1133

Property Appraiser's Parcel Identification (Folio) Number(s):

Return to:

✓ Ronald E. Lowe, Esquire
STEPTOE & JOHNSON
3300 North Central Avenue
Suite 1650
Phoenix, Arizona 85012

ASSIGNMENT OF DECLARANT'S RIGHTS

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership ("Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations; the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, and its successors and assigns ("Assignee") all of Assignor's right, title and interest as declarant, developer, owner or otherwise, under and pursuant to:

(i) that certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983 and recorded June 20, 1983 in Official Records Book 3970, Page 573, together with all modifications and amendments thereto (collectively, the "Master Declaration");

(ii) any and all other declarations of covenants and restrictions under which Assignor is the developer, declarant, owner or otherwise, within or comprising the residential/commercial development known as Aberdeen Planned Unit Development and Planned Commercial Development located in Palm Beach County, Florida, including, without limitation, those Declarations of Covenants and Restrictions described on Exhibit "A" attached hereto, together with all modifications and amendments thereto (collectively, the "Other Declarations");

(iii) all articles of incorporation, by-laws and other formation, organizational and operational documentation with respect to the projects created by the Master Declaration and the other Declarations and any and all other documents, covenants and agreements ancillary thereto; and

(iv) Parkwalk Plat No. 1, as recorded in Plat Book 45, pages 45 thru 48 of the Public Records of Palm

082 5812 Pg 1134

Beach County, Florida; Parkwalk Plat No. 2, as recorded in Plat Book 46, pages 164 thru 166 of the Public Records of Palm Beach County, Florida; Parkwalk Plat No. 3, as recorded in Plat Book 47, pages 62 thru 64 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 1, as recorded in Plat Book 55, pages 9 thru 10 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 2, as recorded in Plat Book 55, pages 11 thru 22 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 3, as recorded in Plat Book 55, pages 23 thru 25 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 4, as recorded in Plat Book 55, pages 36 thru 39 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 5, as recorded in Plat Book 59, pages 86 thru 87 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 6, as recorded in Plat Book 59, pages 139 thru 140 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 8, as recorded in Plat Book 59, pages 181 thru 183 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 9, as recorded in Plat Book 59, pages 178 thru 180 of the Public Records of Palm Beach County, Florida; and Aberdeen Plat No. 11, as recorded in Plat Book 60, pages 38 thru 40 of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed this 17 day of September, 1988.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida as Sunbelt Commercial
Limited Partnership

By: UDC ADVISORY SERVICES,
INC., an Illinois
corporation authorized
to transact business in
the State of Florida,
as General Partner

By: Robert M. Washel
Its: President

(CORPORATE SEAL)

Michael P. Berman
Berman

JUL 21 '95 12:39PM LOWE & BERMAN P. A.

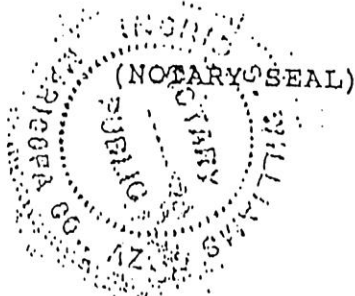
P.9

ORB 5812 Pg 1135

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 1988 by ROBERT A. DANKAL, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership, on behalf of the partnership.

[Signature]
Notary Public



My Commission Expires:

7-7-89

088 5812 8: 1136

ACCEPTANCE OF ASSIGNMENT

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, hereby accepts the assignment of all of Assignor's right, title and interest under and pursuant to the Master Declaration, the Other Declarations and all of the other documentation relating thereto, all as set forth in the foregoing Assignment.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona limited
partnership authorized to
transact business in the State
of Florida as Sunbelt Residential
Limited Partnership

By: UDC ADVISORY SERVICES,
INC., an Illinois
corporation authorized
to transact business in
the State of Florida,
as General Partner

By: Robert H. Daskal
Its: President

(CORPORATE SEAL)

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

The foregoing instrument was acknowledged before me
this 17 day of SEPTEMBER, 1988 by ROBERT H. DASKAL,
the President of UDC Advisory Services, Inc., an
Illinois corporation authorized to transact business in the
State of Florida, as General Partner of SUNBELT PROPERTIES
LIMITED PARTNERSHIP, an Arizona limited partnership authorized
to transact business in the State of Florida as Sunbelt
Residential Limited Partnership, on behalf of the partnership.

J. P. Williams
Notary Public

My Commission Expires:

7-7-89

(NOTARY SEAL)

EXHIBIT "A"

1. Declaration of Covenants and Restrictions for The Landings at Parkwalk, dated June 17, 1983, and recorded on June 20, 1983, in Official Record Book 3970, Page 572, Public Records of Palm Beach County, Florida.
2. Declaration of Covenants and Restrictions for The Shores at Parkwalk, dated July 31, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1330, Public Records of Palm Beach County, Florida.
3. Declaration of Covenants and Restrictions for The Moorings at Parkwalk, dated September 7, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1382, Public Records of Palm Beach County, Florida.
4. Declaration of Covenants and Restrictions for Cambridge at Aberdeen, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 688, Public Records of Palm Beach County, Florida.
5. Declaration of Covenants and Restrictions for Hampton Community, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 897, Public Records of Palm Beach County, Florida.
6. Declaration of Covenants and Restrictions for Dorchester Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 937, Public Records of Palm Beach County, Florida.
7. Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 854, Public Records of Palm Beach County, Florida.

Address:

SEP-21-1988 03:08pm 88-262402

ORB 5814 Pg 902

Property Appraisers Parcel Identification (Folio) Number(s):

Return to:
 ✓ Ronald E. Lowe, Esquire
 STEPTOE & JOHNSON
 3300 North Central Avenue
 Suite 1650
 Phoenix, Arizona 85012

ASSIGNMENT OF DECLARANT'S RIGHTS

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership ("Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, and its successors and assigns ("Assignee") all of Assignor's right, title and interest as declarant, developer, owner or otherwise, under and pursuant to those certain Declarations of Condominium of the Coves at Parkwalk, described as follows:

<u>Condominium</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>
A	12/28/84	4430	1227
B	12/28/84	4430	1279
C	01/30/85	4455	360
D	01/30/85	4455	412
E	12/28/84	4430	1331
F	05/14/86	4887	82
G	09/22/86	5015	592
H	09/22/86	5013	716
I	06/20/88	5628	323
J	06/27/88	5717	1372
K	09/02/88	5795	622
L	08/11/88	5770	1273
M	08/30/88	5790	1416

together with all modifications and amendments thereto.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 20th day of September, 1988.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida as Sunbelt Commercial
Limited Partnership

By: UDC ADVISORY SERVICES,
INC., an Illinois
corporation authorized
to transact business in
the State of Florida,
as General Partner

By Robert H. Daskal
Robert H. Daskal
Its President

Darry L. Lagunas
Sara M. Self

STATE OF ARIZONA)

County of Maricopa)

ss.

The foregoing instrument was acknowledged before me this 20th day of September, 1988 by Robert H. Daskal, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership, on behalf of the partnership.

Jane Shephard
Notary Public

(NOTARY SEAL)

My Commission Expires:



ACCEPTANCE OF ASSIGNMENT

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, hereby accepts the assignment of all of Assignor's right, title and interest under and pursuant to the above-described documents and all of the other documentation relating thereto, all as set forth in the foregoing Assignment.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership

By: UDC ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

By Robert H. Daskal
Robert H. Daskal
Its President

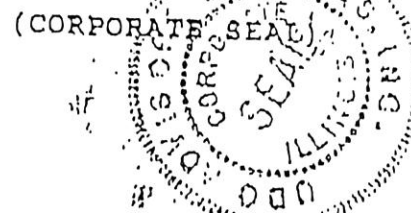
Barry L. Lynam

Ann M. Self

STATE OF ARIZONA

County of Maricopa

ss.



The foregoing instrument was acknowledged before me this 20th day of September, 1988 by Robert H. Daskal, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, on behalf of the partnership.

June Shephard
Notary Public

(NOTARY SEAL)

My Commission Expires:



EXHIBIT "A"

1. Declaration of Covenants and Restrictions for The Landings at Parkwalk, dated June 17, 1983, and recorded on June 20, 1983, in Official Record Book 3970, Page 572, Public Records of Palm Beach County, Florida.
2. Declaration of Covenants and Restrictions for The Shores at Parkwalk, dated July 31, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1330, Public Records of Palm Beach County, Florida.
3. Declaration of Covenants and Restrictions for The Moorings at Parkwalk, dated September 7, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1382, Public Records of Palm Beach County, Florida.
4. Declaration of Covenants and Restrictions for Cambridge at Aberdeen, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 688, Public Records of Palm Beach County, Florida.
5. Declaration of Covenants and Restrictions for Hampton Community, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 897, Public Records of Palm Beach County, Florida.
6. Declaration of Covenants and Restrictions for Dorchester Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 937, Public Records of Palm Beach County, Florida.
7. Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 854, Public Records of Palm Beach County, Florida.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

020189/181/201
08193.00023

ORA 5964 Pg 1099

This instrument was prepared
by and should be returned to:
Robert S. Kramer, Esq.
Gunster, Yoakley, Criser & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
West Palm Beach, Florida 33401-6194

TENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS TENTH AMENDMENT, made and executed this 9th day
of February, 1989, by SUNBELT PROPERTIES, LTD., an Illinois
limited partnership authorized to transact business in the
State of Florida ("Sunbelt").

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit
Development and Parkwalk Planned Commercial Development (now
known as the Declaration of Covenants and Restrictions for
Aberdeen Planned Unit Development and Aberdeen Planned
Commercial Development), dated June 17, 1983, and recorded in
Official Record Book 3970, Page 573, under the name of Parkwalk
Planned Unit Development and Parkwalk Planned Commercial
Development, in the Public Records of Palm Beach County,
Florida, as amended (the "Declaration"); and

WHEREAS, REALTY DEALERS, LTD., an Illinois limited
partnership authorized to transact business in the State of
Florida ("Realty"), is the owner of that certain real property
situate in Palm Beach County, Florida, and legally described as
follows:

All of the PLAT OF ABERDEEN - PLAT NO. 8, according to
the Plat thereof on file in the office of the Clerk of
the Circuit Court, in and for Palm Beach County,
Florida, as recorded in Plat Book 59, at Page 181-183
inclusive (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Realty wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property. The Additional Property shall be governed by Muirhead Estates at Aberdeen Homeowners Association, Inc., a Florida not-for-profit corporation, as well as by the Aberdeen Property Owners Association, Inc., a Florida not-for-profit corporation (the "Master Association").

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Tenth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

Alfred J. Capanna

James C. [Signature]

By: *Jeffrey S. Elsner*
Assistant Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 1989, by Jeffrey S. Elsner, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to do business in Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

James C. [Signature]
NOTARY PUBLIC

(Impression Notarial Seal)



JOINDER AND CONSENT

REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida, hereby joins in and consents to this Tenth Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact busi-
ness in the State of Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to transact
business in the State of
Florida, as General
Partner

Albano L. Capanna

By: Jeffrey S. Elsner
Assistant Secretary

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me
this 9th day of February, 1989, by Jeffrey S. Elsner,
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation authorized to do business in Florida, as
General Partner of REALTY DEALERS, LTD., an Illinois limited
partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: OCT. 17, 1991;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Jaqueline D. Stapleton
NOTARY PUBLIC

(Impression Notarial Seal)

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

020189/181/202
08193.00023

FEB-10-1989 01:18 PM 89-039714

082 5964 Pg 1103

This instrument was prepared
by and should be returned to:
Robert S. Kramer, Esq. ✓
Gunster, Yoakley, Criser & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
West Palm Beach, Florida 33401-6194

ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS ELEVENTH AMENDMENT, made and executed this 9th
day of February, 1989, by SUNBELT PROPERTIES, LTD., an
Illinois limited partnership authorized to transact business in
the State of Florida ("Sunbelt").

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit
Development and Parkwalk Planned Commercial Development (now
known as the Declaration of Covenants and Restrictions for
Aberdeen Planned Unit Development and Aberdeen Planned
Commercial Development), dated June 17, 1983, and recorded in
Official Record Book 3970, Page 573, under the name of Parkwalk
Planned Unit Development and Parkwalk Planned Commercial
Development, in the Public Records of Palm Beach County,
Florida, as amended (the "Declaration"); and

WHEREAS, SUNBELT PROPERTIES LIMITED PARTNERSHIP, an
Arizona limited partnership authorized to transact business in
the State of Florida, d/b/a Sunbelt Residential Limited
Partnership ("SPLP"), is the owner of that certain real
property situate in Palm Beach County, Florida, and legally
described as follows:

All of the PLAT OF ABERDEEN - PLAT NO. 9, according to
the Plat thereof on file in the office of the Clerk of
the Circuit Court, in and for Palm Beach County,
Florida, as recorded in Plat Book 59, at Page 178-180
inclusive (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, SPLP wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property. The Additional Property shall be governed by Dorchester Estates, at Aberdeen Homeowners Association, Inc., a Florida not-for-profit corporation, as well as by the Aberdeen Property Owners Association, Inc., a Florida not-for-profit corporation (the "Master Association").

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Eleventh Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

Stefania A. Capanna

By: *Jeffrey S. Elaner*
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

SS.

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 1989, by Jeffrey S. Elaner, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to do business in Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: OCT. 17, 1991;
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

Jacques D. Laplante
NOTARY PUBLIC

(Impression Notarial Seal)

JOINDER AND CONSENT

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida, d/b/a Sunbelt Residential Limited Partnership, hereby joins in and consents to this Eleventh Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona
limited partnership authorized
to transact business in the
State of Florida, d/b/a
Sunbelt Residential Limited
Partnership

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to transact
business in the State of
Florida, as General
Partner

Michael A. Caprona
Frances C. Gifford

By: *Jeffrey S. Elsner*
Assistant Secretary
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me
this 9th day of FEBRUARY, 1989, by Jeffrey S. Elsner
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation authorized to do business in Florida, as
General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an
Illinois limited partnership, for and on behalf of the limited
partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Jaqueline O. Stapleton
NOTARY PUBLIC

(Impression Notarial Seal)



RECORD-VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

060488
AMDEC001

FEB-10-1989 01:18PM 89-039715

ORR 5964 Pg 1107

This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq. ✓
Wilkinson and Wilkinson
1655 Palm Beach Lakes Blvd.
Suite 700
West Palm Beach, Florida 33401

TWELFTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS TWELFTH AMENDMENT, made and executed this 9th day of
February, 1989 by SUNBELT PROPERTIES, LTD., an Illinois
limited partnership authorized to transact business in the State
of Florida ("Sunbelt"),

W I T N E S S E T H:

WHEREAS, Sunbelt, has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit Development
and Parkwalk Planned Commercial Development (now known as The
Declaration of Covenants and Restrictions for Aberdeen Planned
Unit Development and Aberdeen Planned Commercial Development),
dated June 17, 1983, and recorded in Official Record Book 3970,
Page 573, under the name of Parkwalk Planned Unit Development and
Parkwalk Planned Commercial Development, in the Public Records of
Palm Beach County, Florida as amended (the "Declaration"); and

WHEREAS, REALTY DEALERS, LTD., an Illinois limited
partnership authorized to transact business in the State of
Florida ("Realty"), is the owner of that real property lying and
being in Palm Beach County, Florida, and legally described as
follows:

All of the PLAT OF ABERDEEN - Plat No. 12, according to the
Plat thereof on file in the office of the Clerk of the
Circuit Court, in and for Palm Beach County, Florida, as

recorded in Plat Book 60, at Page 41 through 43, inclusive (the "Additional Property");

and

WHEREAS, pursuant to sub-section 12.2.2 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Realty wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.2 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Twelfth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered ,
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, as General
Partner

By: *[Signature]*
Its: Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

s.s.:

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 1982, by Jeffrey S. Elsner, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC. an Illinois corporation, as general partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership for and on behalf of the limited partnership.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS,

(Impression Notarial Seal)

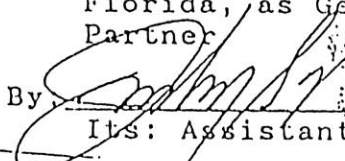
JOINDER AND CONSENT

REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida, hereby joins in and consents to this Twelfth Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact business
in the State of Florida

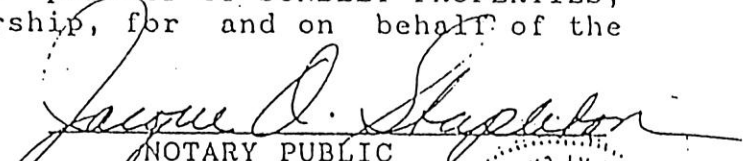
By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, as General
Partner

By: 
Its: Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) s.s.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this
9th day of FEBRUARY, 1989, by Jeffrey S. Elsner,
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC. an
Illinois corporation, as general partner of SUNBELT PROPERTIES,
LTD., an Illinois limited partnership, for and on behalf of the
limited partnership.


NOTARY PUBLIC

(Impression Notarial Seal)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIRTEENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS THIRTEENTH AMENDMENT, made and executed this 17 day of FEBRUARY, 1989, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, in the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to Declaration, dated June 21, 1983, and recorded in Official Record Book 3973, Page 1734, as amended by that certain Second Amendment to Declaration, dated January 23, 1984, and recorded in Official Record Book 4141, Page 1172, as amended by that certain Third Amendment to Declaration, dated January 27, 1984, and recorded in Official Record Book 4147, Page 1608, as amended by that certain Fourth Amendment to Declaration, dated September 7, 1984, and recorded in Official Record Book 4552, Page 1324, as amended by that certain Fifth Amendment to Declaration (which, inter alia, changed the name of the Declaration to Aberdeen) dated November 17, 1986 and recorded in Official Record Book 5152, Page 1338, as amended by that certain Sixth Amendment to Declaration, dated November 6, 1986 and recorded in Official Record Book 5152, Page 1354, as amended by that certain Seventh Amendment to Declaration, dated January 16, 1987, and recorded in Official Record Book 5161, Page 1133, as amended by the Eighth Amendment to Declaration, dated April 28, 1988, and recorded in Official Record Book 5670, Page 891, as amended by the Ninth Amendment to Declaration, dated November 9, 1987, and recorded in Official Record Book 5675, Page 1554, as amended by the Tenth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1099, as amended by the Eleventh Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1103, and as amended by the Twelfth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1107, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, Realty Dealers, Ltd., an Illinois Limited Partnership ("Realty") is the owner of that real property lying and being in Palm Beach county, Florida and legally described as follows:

All of ABERDEEN PLAT NO. 11, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 60, at Page 38 (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Realty wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

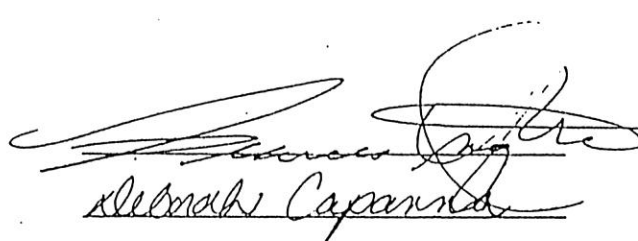
3. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

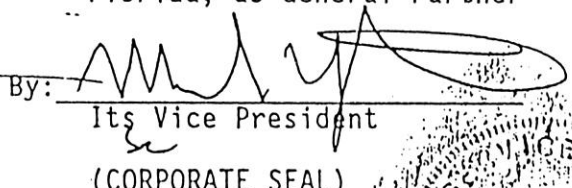
IN WITNESS WHEREOF, Sunbelt has caused this Thirteenth Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

BY: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner


Robert Capanna

By: 
Its Vice President
(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 17th day of February, 1989, by Mark Ashton, the Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: JUNE 16, 1992;
BONDED THRU NOTARY PUBLIC UNDERWRITERS


NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY
ERIC A. SIMON
BORKSON, SIMON & MOSKOWITZ,
1500 N. W. 49th ST., SUITE 401
FORT LAUDERDALE, FLORIDA 33309

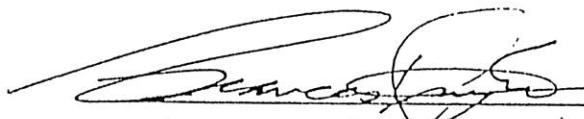
JOINDER AND CONSENT

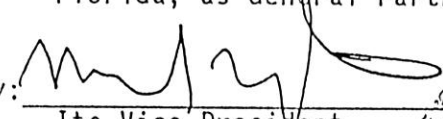
The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact business
in the State of Florida

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation
authorized to transact
business in the State of
Florida, as General Partner


Alexander Capanna

By: 
Its Vice President
(CORPORATE SEAL)

STATE OF _____)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 17th day
of February, 1989, by MARK UPTON, the Vice
President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as
General Partner of REALTY DEALERS, LTD., an Illinois limited partnership, for
and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JUNE 10, 1992;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)



Juanne E. Polan
NOTARY PUBLIC

EAS\SUNB.AMD
2/15/89

EAS/WF
 RECORD & RETURN TO:
BORKS & N. SIMON & MOSKOWITZ, P.A.
 1500 N. W. 49th STREET, SUITE 401
 FORT LAUDERDALE, FLORIDA 33309
WILL CALL - TRI COUNTY

088 6101 Pg 1427

CORRECTIVE
 THIRTEENTH AMENDMENT TO
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR
 ABERDEEN PLANNED UNIT DEVELOPMENT AND
 ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS THIRTEENTH AMENDMENT, made and executed this 12th day of JUNE, 1989, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, in the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to Declaration, dated June 21, 1983, and recorded in Official Record Book 3973, Page 1734, as amended by that certain Second Amendment to Declaration, dated January 23, 1984, and recorded in Official Record Book 4141, Page 1172, as amended by that certain Third Amendment to Declaration, dated January 27, 1984, and recorded in Official Record Book 4147, Page 1608, as amended by that certain Fourth Amendment to Declaration, dated September 7, 1984, and recorded in Official Record Book 4552, Page 1324, as amended by that certain Fifth Amendment to Declaration (which, inter alia, changed the name of the Declaration to Aberdeen) dated November 17, 1986 and recorded in Official Record Book 5152, Page 1338, as amended by that certain Sixth Amendment to Declaration, dated November 6, 1986 and recorded in Official Record Book 5152, Page 1354, as amended by that certain Seventh Amendment to Declaration, dated January 16, 1987, and recorded in Official Record Book 5161, Page 1133, as amended by the Eighth Amendment to Declaration, dated April 28, 1988, and recorded in Official Record Book 5670, Page 891, as amended by the Ninth Amendment to Declaration, dated November 9, 1987, and recorded in Official Record Book 5675, Page 1554, as amended by the Tenth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1099, as amended by the Eleventh Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1103, and as amended by the Twelfth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1107, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, Sunbelt Properties Limited Partnership, an Arizona Limited Partnership ("Owner") is the owner of that real property lying and being in Palm Beach county, Florida and legally described as follows:

All of ABERDEEN PLAT NO. 11, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 60, at Page 38 (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

This Corrective Amendment is being recorded to correct the Thirteenth Amendment recorded in Official Records Book 5984, Page 1857, of the Public Records of Palm Beach County, Florida, which original Thirteenth Amendment erroneously named Realty Dealers, Ltd., an Illinois limited partnership as the owner of the real property described herein, and should named Sunbelt Properties Limited Partnership, an Arizona limited partnership, as owner.

WHEREAS, Owner wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Thirteenth Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation, as
General Partner

James E. Dolan
Joann A. Miller

By: [Signature]
Its Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PAUM BEACH) ss:

The foregoing instrument was acknowledged before me this 12th day of JUNE, 1989, by MARK UPTON, the Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: FEB. 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITER.

(SEAL)

Cassandra Oakes
NOTARY PUBLIC

JOINDER AND CONSENT

The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona limited
partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation, as
General Partner

James C. Dolan
Jo-Ann S. Miller

By: [Signature]
Its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALE BEACH) ss:

The foregoing instrument was acknowledged before me this 12 day
of JUNE, 1989, by MARK UPTON, the Vice
President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as
General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited
partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: FEB. 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Cassandra Carter
NOTARY PUBLIC

A: HARBOURS/SUNBELT.AMD
6/6/89

122789
1285.004

MAY-11-1990 03:52PM 90-137828

ORB 6450 Pg 1076

This Fourteenth Amendment is being rerecorded to include the second page of the Amendment which was inadvertently omitted from the original recording.

This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq.
Wilkinson and Wilkinson
324 Datura Street
Suite 130
West Palm Beach, Florida 33401

FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS FOURTEENTH AMENDMENT, made and executed this 19th
day of April, 1990 by SUNBELT PROPERTIES, LTD., an
Illinois limited partnership authorized to transact business in
the State of Florida ("Sunbelt"),

W I T N E S S E T H:

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit Development
and Parkwalk Planned Commercial Development (now known as the
Declaration of Covenants and Restrictions for Aberdeen Planned
Unit Development and Aberdeen Planned Commercial Development),
dated June 17, 1983, and recorded in Official Record Book 3970,
Page 573, under the name of Parkwalk Planned Unit Development and
Parkwalk Planned Commercial Development, in the Public Records of
Palm Beach County, Florida, as amended (the "Declaration"); and

WHEREAS, SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona
limited partnership doing business in the State of Florida as
Sunbelt Residential Limited Partnership ("Sunbelt Residential"),
is the owner of that real property lying and being in Palm Beach
County, Florida, and legally described as follows:

All of the PLAT OF ABERDEEN - Plat No. 13, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book _____, at Page _____ through _____, inclusive (the "Additional Property");

and

WHEREAS, pursuant to sub-section 12.2.2 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, as owner of the Additional Property, Sunbelt Residential wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW THEREFORE, in accordance with Sub-Section 12.2.2 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.2 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Fourteenth Amendment to the Declaration to be executed in its name on the day and year first above written.

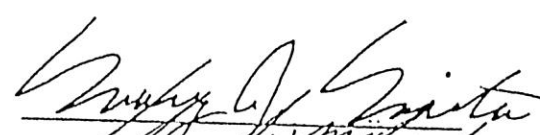
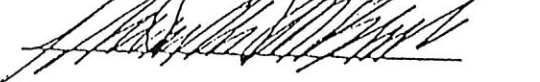
Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, its General Partner

By:  Its: Vice President

(CORPORATE SEAL)

JOINDER OF SUNBELT RESIDENTIAL

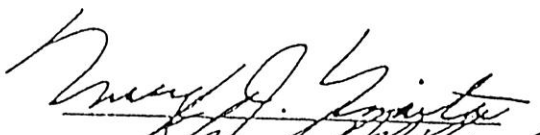
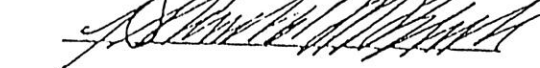
SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership doing business in the State of Florida as Sunbelt Residential Limited Partnership, hereby joins in this Fourteenth Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership doing business in the State of Florida as Sunbelt Residential Limited Partnership

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, its General Partner

By:  Its: Vice President

JUL 21 '95 12:38PM LOWE & BERMAN P. A.

Name

P.7

Address

SEP-20-1988 12:30pm 88-260718

ORB 5812 Pg 1133

Property Appraiser's Parcel Identification (Folio) Number(s):

Return to:
Ronald E. Lowe, Esquire
STEPTOE & JOHNSON
3300 North Central Avenue
Suite 1650
Phoenix, Arizona 85012

ASSIGNMENT OF DECLARANT'S RIGHTS

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership ("Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations; the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, and its successors and assigns ("Assignee") all of Assignor's right, title and interest as declarant, developer, owner or otherwise, under and pursuant to:

(i) that certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983 and recorded June 20, 1983 in Official Records Book 3970, Page 573, together with all modifications and amendments thereto (collectively, the "Master Declaration");

(ii) any and all other declarations of covenants and restrictions under which Assignor is the developer, declarant, owner or otherwise, within or comprising the residential/commercial development known as Aberdeen Planned Unit Development and Planned Commercial Development located in Palm Beach County, Florida, including, without limitation, those Declarations of Covenants and Restrictions described on Exhibit "A" attached hereto, together with all modifications and amendments thereto (collectively, the "Other Declarations");

(iii) all articles of incorporation, by-laws and other formation, organizational and operational documentation with respect to the projects created by the Master Declaration and the Other Declarations and any and all other documents, covenants and agreements ancillary thereto; and

(iv) Parkwalk Plat No. 1, as recorded in Plat Book 45, pages 45 thru 48 of the Public Records of Palm

082 5812 Pg 1134

Beach County, Florida; Parkwalk Plat No. 2, as recorded in Plat Book 46, pages 164 thru 166 of the Public Records of Palm Beach County, Florida; Parkwalk Plat No. 3, as recorded in Plat Book 47, pages 62 thru 64 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 1, as recorded in Plat Book 55, pages 9 thru 10 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 2, as recorded in Plat Book 55, pages 11 thru 22 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 3, as recorded in Plat Book 55, pages 23 thru 25 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 4, as recorded in Plat Book 55, pages 36 thru 39 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 5, as recorded in Plat Book 59, pages 86 thru 87 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 6, as recorded in Plat Book 59, pages 139 thru 140 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 8, as recorded in Plat Book 59, pages 181 thru 183 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 9, as recorded in Plat Book 59, pages 178 thru 180 of the Public Records of Palm Beach County, Florida; and Aberdeen Plat No. 11, as recorded in Plat Book 60, pages 38 thru 40 of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed this 17 day of September, 1988.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida as Sunbelt Commercial
Limited Partnership

By: UDC ADVISORY SERVICES,
INC., an Illinois
corporation authorized
to transact business in
the State of Florida,
as General Partner

By: Robert M. Washburn
Its: President

Michael P. Berman
Berman

(CORPORATE SEAL)

JUL 21 '95 12:39PM LOWE & BERMAN P. A.

P.9

ORB 5812 Pg 1135

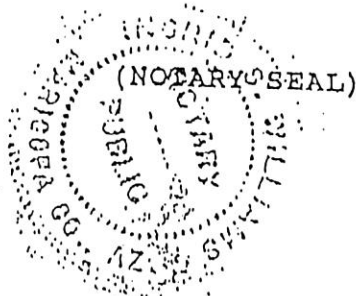
STATE OF ARIZONA)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 1988 by ROBERT H. DANKAL, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires:

7-7-89



ORE 5812 8:1136

ACCEPTANCE OF ASSIGNMENT

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, hereby accepts the assignment of all of Assignor's right, title and interest under and pursuant to the Master Declaration, the Other Declarations and all of the other documentation relating thereto, all as set forth in the foregoing Assignment.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona limited
partnership authorized to
transact business in the State
of Florida as Sunbelt Residential
Limited Partnership

By: UDC ADVISORY SERVICES,
INC., an Illinois
corporation authorized
to transact business in
the State of Florida,
as General Partner

By: Robert H. Daskal
Its: President

(CORPORATE SEAL)

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

The foregoing instrument was acknowledged before me this 17 day of SEPTEMBER, 1988 by ROBERT H. DASKAL, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, on behalf of the partnership.

David D. Williams
Notary Public

My Commission Expires:

7-7-89

(NOTARY SEAL)

EXHIBIT "A"

1. Declaration of Covenants and Restrictions for The Landings at Parkwalk, dated June 17, 1983, and recorded on June 20, 1983, in Official Record Book 3970, Page 572, Public Records of Palm Beach County, Florida.
2. Declaration of Covenants and Restrictions for The Shores at Parkwalk, dated July 31, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1330, Public Records of Palm Beach County, Florida.
3. Declaration of Covenants and Restrictions for The Moorings at Parkwalk, dated September 7, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1382, Public Records of Palm Beach County, Florida.
4. Declaration of Covenants and Restrictions for Cambridge at Aberdeen, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 688, Public Records of Palm Beach County, Florida.
5. Declaration of Covenants and Restrictions for Hampton Community, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 897, Public Records of Palm Beach County, Florida.
6. Declaration of Covenants and Restrictions for Dorchester Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 937, Public Records of Palm Beach County, Florida.
7. Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 854, Public Records of Palm Beach County, Florida.

Address:

SEP-21-1988 03:08pm 88-262402

ORB 5814 Pg 902

Property Appraisers Parcel Identification (Folio) Number(s):

Return to:
 ✓ Ronald E. Lowe, Esquire
 STEPTOE & JOHNSON
 3300 North Central Avenue
 Suite 1650
 Phoenix, Arizona 85012

ASSIGNMENT OF DECLARANT'S RIGHTS

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership ("Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, and its successors and assigns ("Assignee") all of Assignor's right, title and interest as declarant, developer, owner or otherwise, under and pursuant to those certain Declarations of Condominium of the Coves at Parkwalk, described as follows:

<u>Condominium</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>
A	12/28/84	4430	1227
B	12/28/84	4430	1279
C	01/30/85	4455	360
D	01/30/85	4455	412
E	12/28/84	4430	1331
F	05/14/86	4887	82
G	09/22/86	5015	592
H	09/22/86	5013	716
I	06/20/88	5628	323
J	06/27/88	5717	1372
K	09/02/88	5795	622
L	08/11/88	5770	1273
M	08/30/88	5790	1416

together with all modifications and amendments thereto.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 20th day of September, 1988.

Signed, Sealed and
Delivered in the
Presence of:

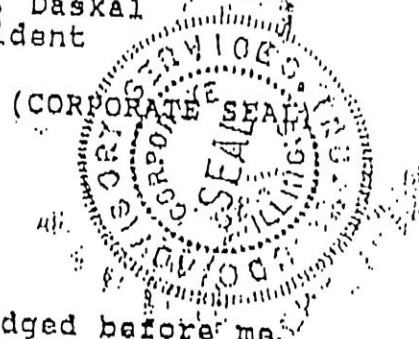
SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida as Sunbelt Commercial
Limited Partnership

By: UDC ADVISORY SERVICES,
INC., an Illinois
corporation authorized
to transact business in
the State of Florida,
as General Partner

By Robert H. Daskal
Robert H. Daskal
Its President

Barry L. Lagunas
Sara M. Kelly

STATE OF ARIZONA)
County of Maricopa) SS.



The foregoing instrument was acknowledged before me this 20th day of September, 1988 by Robert H. Daskal, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida as Sunbelt Commercial Limited Partnership, on behalf of the partnership.

June Shephard
Notary Public

(NOTARY SEAL)

My Commission Expires:



ACCEPTANCE OF ASSIGNMENT

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, hereby accepts the assignment of all of Assignor's right, title and interest under and pursuant to the above-described documents and all of the other documentation relating thereto, all as set forth in the foregoing Assignment.

Signed, Sealed and
Delivered in the
Presence of:

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership

By: UDC ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

By: Robert H. Daskal
Robert H. Daskal
Its President

Barry L. Lynam
Anna M. Self

STATE OF ARIZONA)
County of Maricopa) ss.



The foregoing instrument was acknowledged before me this 20th day of September, 1988 by Robert H. Daskal, the President of UDC Advisory Services, Inc., an Illinois corporation authorized to transact business in the State of Florida, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida as Sunbelt Residential Limited Partnership, on behalf of the partnership.

June Shephard
Notary Public

(NOTARY SEAL)

My Commission Expires:



EXHIBIT "A"

1. Declaration of Covenants and Restrictions for The Landings at Parkwalk, dated June 17, 1983, and recorded on June 20, 1983, in Official Record Book 3970, Page 572, Public Records of Palm Beach County, Florida.
2. Declaration of Covenants and Restrictions for The Shores at Parkwalk, dated July 31, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1330, Public Records of Palm Beach County, Florida.
3. Declaration of Covenants and Restrictions for The Moorings at Parkwalk, dated September 7, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1382, Public Records of Palm Beach County, Florida.
4. Declaration of Covenants and Restrictions for Cambridge at Aberdeen, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 688, Public Records of Palm Beach County, Florida.
5. Declaration of Covenants and Restrictions for Hampton Community, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 897, Public Records of Palm Beach County, Florida.
6. Declaration of Covenants and Restrictions for Dorchester Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 937, Public Records of Palm Beach County, Florida.
7. Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 854, Public Records of Palm Beach County, Florida.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

020189/181/201
08193.00023

ORR 5964 Pg 1099

This instrument was prepared
by and should be returned to:
Robert S. Kramer, Esq.
Gunster, Yoakley, Criser & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
West Palm Beach, Florida 33401-6194

TENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS TENTH AMENDMENT, made and executed this 9th day
of February, 1989, by SUNBELT PROPERTIES, LTD., an Illinois
limited partnership authorized to transact business in the
State of Florida ("Sunbelt").

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit
Development and Parkwalk Planned Commercial Development (now
known as the Declaration of Covenants and Restrictions for
Aberdeen Planned Unit Development and Aberdeen Planned
Commercial Development), dated June 17, 1983, and recorded in
Official Record Book 3970, Page 573, under the name of Parkwalk
Planned Unit Development and Parkwalk Planned Commercial
Development, in the Public Records of Palm Beach County,
Florida, as amended (the "Declaration"); and

WHEREAS, REALTY DEALERS, LTD., an Illinois limited
partnership authorized to transact business in the State of
Florida ("Realty"), is the owner of that certain real property
situate in Palm Beach County, Florida, and legally described as
follows:

All of the PLAT OF ABERDEEN - PLAT NO. 8, according to
the Plat thereof on file in the office of the Clerk of
the Circuit Court, in and for Palm Beach County,
Florida, as recorded in Plat Book 59, at Page 181-183
inclusive (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Realty wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property. The Additional Property shall be governed by Muirhead Estates at Aberdeen Homeowners Association, Inc., a Florida not-for-profit corporation, as well as by the Aberdeen Property Owners Association, Inc., a Florida not-for-profit corporation (the "Master Association").

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Tenth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

Michael J. Capanna

By: *Jeffrey S. Elsner*
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 1989, by Jeffrey S. Elsner, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to do business in Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jacqueline D. Shapiro
NOTARY PUBLIC

(Impression Notarial Seal)

JOINDER AND CONSENT

REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida, hereby joins in and consents to this Tenth Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact busi-
ness in the State of Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to transact
business in the State of
Florida, as General
Partner

Robert L. Capanna

By: [Signature]
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me
this 9th day of February, 1989, by Jeffrey S. Elsner,
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation authorized to do business in Florida, as
General Partner of REALTY DEALERS, LTD., an Illinois limited
partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: OCT. 17, 1991;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[Signature]
NOTARY PUBLIC

(Impression Notarial Seal)

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

020189/181/202
08193.00023

FEB-10-1989 01:18PM 89-03971.4

ORR 5964 Pg 11.03

This instrument was prepared
by and should be returned to:
Robert S. Kramer, Esq. ✓
Gunster, Yoakley, Criser & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
West Palm Beach, Florida 33401-6194

ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS ELEVENTH AMENDMENT, made and executed this 9th
day of February, 1989, by SUNBELT PROPERTIES, LTD., an
Illinois limited partnership authorized to transact business in
the State of Florida ("Sunbelt").

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit
Development and Parkwalk Planned Commercial Development (now
known as the Declaration of Covenants and Restrictions for
Aberdeen Planned Unit Development and Aberdeen Planned
Commercial Development), dated June 17, 1983, and recorded in
Official Record Book 3970, Page 573, under the name of Parkwalk
Planned Unit Development and Parkwalk Planned Commercial
Development, in the Public Records of Palm Beach County,
Florida, as amended (the "Declaration"); and

WHEREAS, SUNBELT PROPERTIES LIMITED PARTNERSHIP, an
Arizona limited partnership authorized to transact business in
the State of Florida, d/b/a Sunbelt Residential Limited
Partnership ("SPLP"), is the owner of that certain real
property situate in Palm Beach County, Florida, and legally
described as follows:

All of the PLAT OF ABERDEEN - PLAT NO. 9, according to
the Plat thereof on file in the office of the Clerk of
the Circuit Court, in and for Palm Beach County,
Florida, as recorded in Plat Book 59, at Page 178-180
inclusive (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, SPLP wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property. The Additional Property shall be governed by Dorchester Estates, at Aberdeen Homeowners Association, Inc., a Florida not-for-profit corporation, as well as by the Aberdeen Property Owners Association, Inc., a Florida not-for-profit corporation (the "Master Association").

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Eleventh Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

Monah A. Capanna

By: *Jeffrey S. Elsen*
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

ss.

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 1989, by Jeffrey S. Elsen, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to do business in Florida, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA:
MY COMMISSION EXPIRES: OCT. 17, 1991;
BONDED THRU NOTARY PUBLIC UNDERWRITERS:

Jacque D. Shapleton
NOTARY PUBLIC

(Impression Notarial Seal)

JOINDER AND CONSENT

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida, d/b/a Sunbelt Residential Limited Partnership, hereby joins in and consents to this Eleventh Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona
limited partnership authorized
to transact business in the
State of Florida, d/b/a
Sunbelt Residential Limited
Partnership

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to transact
business in the State of
Florida, as General
Partner

Alfonso L. Caporaso

By: *Jeffrey S. Elsner*
Assistant Secretary

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me
this 9th day of FEBRUARY, 1989, by Jeffrey S. Elsner,
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation authorized to do business in Florida, as
General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an
Illinois limited partnership, for and on behalf of the limited
partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Jaqueline O. Stapleton
NOTARY PUBLIC

(Impression Notarial Seal)

RECORD-VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

060488
AMDEC001

FEB-10-1989 01:18PM 89-039715

ORR 5964 Pg 1107

This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq. ✓
Wilkinson and Wilkinson
1655 Palm Beach Lakes Blvd.
Suite 700
West Palm Beach, Florida 33401

TWELFTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS TWELFTH AMENDMENT, made and executed this 9th day of
February, 1989 by SUNBELT PROPERTIES, LTD., an Illinois
limited partnership authorized to transact business in the State
of Florida ("Sunbelt"),

W I T N E S S E T H:

WHEREAS, Sunbelt, has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit Development
and Parkwalk Planned Commercial Development (now known as The
Declaration of Covenants and Restrictions for Aberdeen Planned
Unit Development and Aberdeen Planned Commercial Development),
dated June 17, 1983, and recorded in Official Record Book 3970,
Page 573, under the name of Parkwalk Planned Unit Development and
Parkwalk Planned Commercial Development, in the Public Records of
Palm Beach County, Florida as amended (the "Declaration"); and

WHEREAS, REALTY DEALERS, LTD., an Illinois limited
partnership authorized to transact business in the State of
Florida ("Realty"), is the owner of that real property lying and
being in Palm Beach County, Florida, and legally described as
follows:

All of the PLAT OF ABERDEEN - Plat No. 12, according to the
Plat thereof on file in the office of the Clerk of the
Circuit Court, in and for Palm Beach County, Florida, as

recorded in Plat Book 60, at Page 41 through 43, inclusive (the "Additional Property");

and

WHEREAS, pursuant to sub-section 12.2.2 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Realty wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.2 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

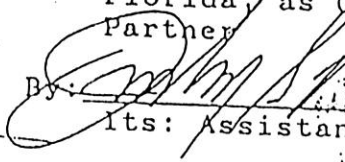
3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Twelfth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered ,
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, as General
Partner

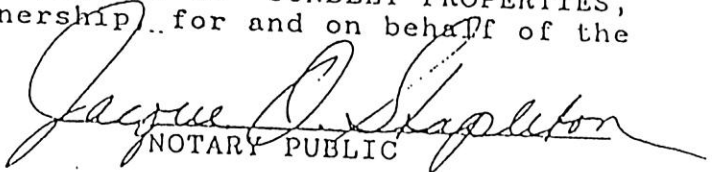
By: 
Its: Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

s.s.:

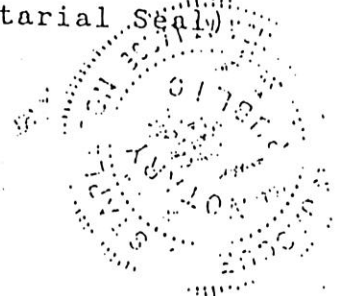
The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 1989, by Jeffrey S. Elsner, the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC. an Illinois corporation, as general partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership for and on behalf of the limited partnership.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Impression Notarial Seal)



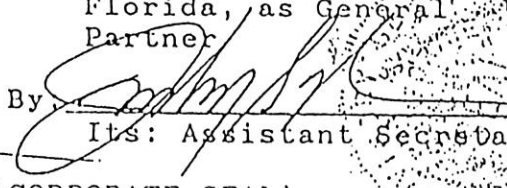
JOINDER AND CONSENT

REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida, hereby joins in and consents to this Twelfth Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact business
in the State of Florida

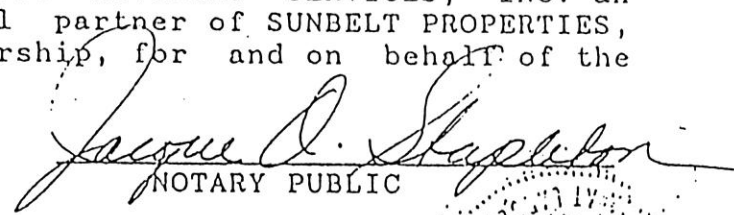
By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, as General
Partner

By: 
Its: Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) S.S.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this
9th day of FEBRUARY, 1989, by Jeffrey S. Elsner,
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC. an
Illinois corporation, as general partner of SUNBELT PROPERTIES,
LTD., an Illinois limited partnership, for and on behalf of the
limited partnership.


NOTARY PUBLIC

(Impression Notarial Seal)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

✓ ENS/WF
RECORD & RETURN TO:
BORKSON, SIMON & MOSKOWITZ, P.A.
1500 N. W. 49th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309
WILL CALL TIRE COUNTRY

MAR-02-1989 03:23PM 89-059824

ORB 5984 Pg 1857

THIRTEENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS THIRTEENTH AMENDMENT, made and executed this 17 day of FEBRUARY, 1989, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, in the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to Declaration, dated June 21, 1983, and recorded in Official Record Book 3973, Page 1734, as amended by that certain Second Amendment to Declaration, dated January 23, 1984, and recorded in Official Record Book 4141, Page 1172, as amended by that certain Third Amendment to Declaration, dated January 27, 1984, and recorded in Official Record Book 4147, Page 1608, as amended by that certain Fourth Amendment to Declaration, dated September 7, 1984, and recorded in Official Record Book 4552, Page 1324, as amended by that certain Fifth Amendment to Declaration (which, inter alia, changed the name of the Declaration to Aberdeen) dated November 17, 1986 and recorded in Official Record Book 5152, Page 1338, as amended by that certain Sixth Amendment to Declaration, dated November 6, 1986 and recorded in Official Record Book 5152, Page 1354, as amended by that certain Seventh Amendment to Declaration, dated January 16, 1987, and recorded in Official Record Book 5161, Page 1133, as amended by the Eighth Amendment to Declaration, dated April 28, 1988, and recorded in Official Record Book 5670, Page 891, as amended by the Ninth Amendment to Declaration, dated November 9, 1987, and recorded in Official Record Book 5675, Page 1554, as amended by the Tenth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1099, as amended by the Eleventh Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1103, and as amended by the Twelfth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1107, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, Realty Dealers, Ltd., an Illinois Limited Partnership ("Realty") is the owner of that real property lying and being in Palm Beach county, Florida and legally described as follows:

All of ABERDEEN PLAT NO. 11, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 60, at Page 38 (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Realty wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

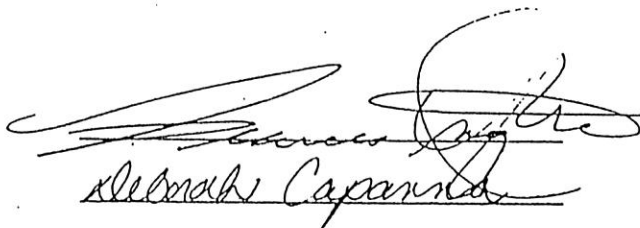
3. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.


IN WITNESS WHEREOF, Sunbelt has caused this Thirteenth Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

BY: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner


Deborah Capanna

By: 
Its Vice President
(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 17th day of February, 1989, by Mark Ashton, the Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 16, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS


NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY
ERIC A. SIMON
BORKSON, SIMON & MOSKOWITZ,
1500 N. W. 49th ST., SUITE 401
FORT LAUDERDALE, FLORIDA 33303


JOINDER AND CONSENT


The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact business
in the State of Florida

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation
authorized to transact
business in the State of
Florida, as General Partner


Alexander Capanna

By: 
Its Vice President
(CORPORATE SEAL)

STATE OF _____)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 17th day
of February, 1989, by MARK UPTON, the Vice
President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as
General Partner of REALTY DEALERS, LTD., an Illinois limited partnership, for
and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JUNE 16, 1992;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)



Juanne E. Dolan
NOTARY PUBLIC

EAS\SUNB.AMD
2/15/89

EAS/WF
 RECORD & RETURN TO:
 BORKS, N. SIMON & MOSKOWITZ, P.A.
 1500 N. W. 49th STREET, SUITE 401
 FORT LAUDERDALE, FLORIDA 33309
 WILL CALL - TRI COUNTY

ORB 6101 Pg 1427

CORRECTIVE
 THIRTEENTH AMENDMENT TO
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR
 ABERDEEN PLANNED UNIT DEVELOPMENT AND
 ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS THIRTEENTH AMENDMENT, made and executed this 12th day of JUNE, 1989, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

W I T N E S S E T H :

WHEREAS, Sunbelt has executed a certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, in the Public Records of Palm Beach County, Florida (the "Declaration"), as amended by that certain First Amendment to Declaration, dated June 21, 1983, and recorded in Official Record Book 3973, Page 1734, as amended by that certain Second Amendment to Declaration, dated January 23, 1984, and recorded in Official Record Book 4141, Page 1172, as amended by that certain Third Amendment to Declaration, dated January 27, 1984, and recorded in Official Record Book 4147, Page 1608, as amended by that certain Fourth Amendment to Declaration, dated September 7, 1984, and recorded in Official Record Book 4552, Page 1324, as amended by that certain Fifth Amendment to Declaration (which, inter alia, changed the name of the Declaration to Aberdeen) dated November 17, 1986 and recorded in Official Record Book 5152, Page 1338, as amended by that certain Sixth Amendment to Declaration, dated November 6, 1986 and recorded in Official Record Book 5152, Page 1354, as amended by that certain Seventh Amendment to Declaration, dated January 16, 1987, and recorded in Official Record Book 5161, Page 1133, as amended by the Eighth Amendment to Declaration, dated April 28, 1988, and recorded in Official Record Book 5670, Page 891, as amended by the Ninth Amendment to Declaration, dated November 9, 1987, and recorded in Official Record Book 5675, Page 1554, as amended by the Tenth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1099, as amended by the Eleventh Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1103, and as amended by the Twelfth Amendment to Declaration, dated February 9, 1989, and recorded in Official Record Book 5964, Page 1107, all of the Public Records of Palm Beach County, Florida (the "Prior Amendments"); and

WHEREAS, Sunbelt Properties Limited Partnership, an Arizona Limited Partnership ("Owner") is the owner of that real property lying and being in Palm Beach county, Florida and legally described as follows:

All of ABERDEEN PLAT NO. 11, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 60, at Page 38 (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

This Corrective Amendment is being recorded to correct the Thirteenth Amendment recorded in Official Records Book 5984, Page 1857, of the Public Records of Palm Beach County, Florida, which original Thirteenth Amendment erroneously named Realty Dealers, Ltd., an Illinois limited partnership as the owner of the real property described herein, and should named Sunbelt Properties Limited Partnership, an Arizona limited partnership, as owner.

WHEREAS, Owner wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.
3. Except as expressly amended hereby, and by the Prior Amendments, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Thirteenth Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation, as
General Partner

Joanne E. Dolan
Joanne A. Miller

By: [Signature]
Its Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PAUM BEACH) ss:

The foregoing instrument was acknowledged before me this 12th day of JUNE, 1989, by MARIE UPTON, the Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: FEB. 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

Cassandra Under
NOTARY PUBLIC

JOINDER AND CONSENT

The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona limited
partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation, as
General Partner

Joanne C. Dolan
Jo-Ann S. Miller

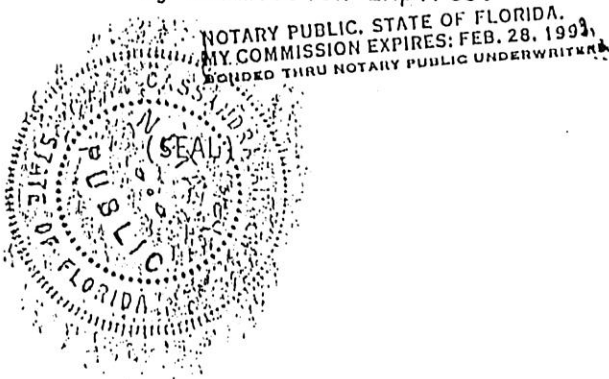
By: [Signature]
Its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 12 day
of JUNE, 1989, by MAURICE UPTON, the Vice
President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as
General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited
partnership, for and on behalf of the limited partnership.

My Commission Expires:



Cassandra Carter
NOTARY PUBLIC

A: HARBOURS/SUNBELT.AMD
6/6/89

122789
1285.004

MAY-11-1990 03:52PM 90-137828

ORB 6450 Pg 1076

This Fourteenth Amendment is being rerecorded to include the second page of the Amendment which was inadvertently omitted from the original recording.

This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq.
Wilkinson and Wilkinson
324 Datura Street
Suite 130
West Palm Beach, Florida 33401

FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS FOURTEENTH AMENDMENT, made and executed this 19th
day of April, 1990 by SUNBELT PROPERTIES, LTD., an
Illinois limited partnership authorized to transact business in
the State of Florida ("Sunbelt"),

W I T N E S S E T H:

WHEREAS, Sunbelt has executed a certain Declaration of
Covenants and Restrictions for Parkwalk Planned Unit Development
and Parkwalk Planned Commercial Development (now known as the
Declaration of Covenants and Restrictions for Aberdeen Planned
Unit Development and Aberdeen Planned Commercial Development),
dated June 17, 1983, and recorded in Official Record Book 3970,
Page 573, under the name of Parkwalk Planned Unit Development and
Parkwalk Planned Commercial Development, in the Public Records of
Palm Beach County, Florida, as amended (the "Declaration"); and

WHEREAS, SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona
limited partnership doing business in the State of Florida as
Sunbelt Residential Limited Partnership ("Sunbelt Residential"),
is the owner of that real property lying and being in Palm Beach
County, Florida, and legally described as follows:

All of the PLAT OF ABERDEEN - Plat No. 13; according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book _____, at Page _____ through _____, inclusive (the "Additional Property");

and

WHEREAS, pursuant to sub-section 12.2.2 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, as owner of the Additional Property, Sunbelt Residential wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW THEREFORE, in accordance with Sub-Section 12.2.2 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.2 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Fourteenth Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, its General
Partner

By:  
Its: Vice President

(CORPORATE SEAL)

JOINDER OF SUNBELT RESIDENTIAL

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership doing business in the State of Florida as Sunbelt Residential Limited Partnership, hereby joins in this Fourteenth Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona
limited partnership doing
business in the State of
Florida as Sunbelt
Residential Limited Part-
nership

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, its General
Partner

By:  
Its: Vice President

NINETEENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS AMENDMENT, made and executed this 1st day of February, 1999, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

WITNESSETH:

WHEREAS, Sunbelt executed the Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, in the Public Records of Palm Beach County, Florida, and has executed various amendments thereto (the Declaration as previously amended, is now known as the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development and is hereinafter referred to as the "Declaration"); and

WHEREAS, Sunbelt Properties Limited Partnership, an Arizona Limited Partnership ("Owner") is the owner of that real property lying and being in Palm Beach county, Florida and legally described as follows:

All of ABERDEEN - PLAT NO. 17, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book #71, at Page 128 (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Owner wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.
3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

§
"RETURN TO"
SIMON, MOSKOWITZ & MANDELL, P.A.
800 CORPORATE DRIVE • SUITE 510
FORT LAUDERDALE, FLORIDA 33334
WILL CALL TRI-COUNTY CTHS COURIER

IN WITNESS WHEREOF, Sunbelt has caused this Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES, LTD.,
an Illinois limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

Mary Maite
(Witness Signature)

Mary Maite
(Type or Print Witness Name)

[Signature]
(Witness Signature)

Charles Black
(Type or Print Witness Name)

By [Signature]

Gary Carlson
(Type or Print Name of Person Signing)

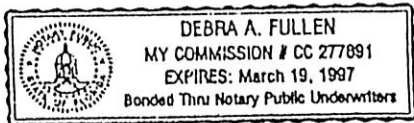
Vice President
(Title of Person Signing)

4965 LeChateau Blvd

Boynton Beach FL 33436
(Type or Print Address of Person Signing)

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 2nd day of February, 1998, by Gary Carlson, as Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the limited partnership. He/she is personally known to me or has produced FL D.L.C. as identification and did/did not take an oath.



Debra A. Fullen
NOTARY PUBLIC, State of Florida

My Commission Expires:

JOINDER AND CONSENT

The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered in the presence of:

SUNBELT PROPERTIES LIMITED PARTNERSHIP,
an Arizona limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

Mary Maite
(Witness Signature)

Mary Maite
(Type or Print Witness Name)

[Signature]
(Witness Signature)

Charles Black
(Type or Print Witness Name)

By [Signature]

Gary Carlson
(Type or Print Name of Person Signing)

Vice President
(Title of Person Signing)

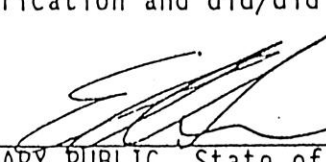
4965 LeChateau Blvd

Boynton Beach FL 33436
(Type or Print Address of Person Signing)

STATE OF FLORIDA)
COUNTY OF Palm Beach ss:

ORB 8114 Pg 513
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 1999, by GARY CARLSON, as VICE PRESIDENT of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the limited partnership. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.


NOTARY PUBLIC, State of Florida

My Commission Expires:

EAS/UDC/ABERDE19.AMD
3/30/92

OFFICIAL SEAL
ERIC A. SIMON
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Comm. Exp. Jan. 17, 1995

4465 Le Chateau Blvd ✓
Bogota Beach FL 33436

MAY-05-1994 12:26pm 94-158695
ORD 8248 Pg 314
WILLIAMSBURY INDELL & ASSOC

TWENTIETH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND ABERDEEN PLANNED
COMMERCIAL DEVELOPMENT

THIS AMENDMENT, made and executed this 5th day of May,
1994, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to
transact business in the State of Florida ("Sunbelt"),

WITNESSETH:

WHEREAS, Sunbelt executed the Declaration of Covenants and Restrictions for
Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development,
dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, in the
Public Records of Palm Beach County, Florida, and has executed various amendments
thereto (the Declaration as previously amended, is now known as the Declaration of
Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen
Planned Commercial Development and is hereinafter referred to as the "Declaration"); and

WHEREAS, Sunbelt Properties Limited Partnership, an Arizona Limited
Partnership ("Owner") is the owner of that real property, hereafter referred to as the
"Additional Property," lying and being in Palm Beach county, Florida and legally
described as follows:

- See Exhibit "A" attached hereto and incorporated herein by
reference.

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration
may be amended by Sunbelt at any time for the purpose of submitting additional
property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional
Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Owner wishes to join in this Amendment for the purpose of
subjecting the Additional Property to all terms and provisions of the Declaration, in
accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration,
Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration
shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12,
Section 12.2.3 of the Declaration, subject to the terms of
this amendment Sunbelt does hereby subject the Additional
Property to all covenants, restrictions, easements,
reservations, assessments, charges, liens and all other
terms and provisions of the Declaration, which shall
hereafter constitute a covenant running with the Additional

Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. It is acknowledged the Additional Property hereby added to the Declaration is "Commercial Property" as described in the Declaration. It is further acknowledged that pursuant to paragraph 1.7 of the Declaration, a "Commercial Unit" is one-third (1/3) of an acre of the Commercial Property. It is acknowledged the Additional Property contains 28.83 acres, so that there would be 87 Commercial Units within such property. Notwithstanding anything contained in the Declaration to the contrary, each Owner of the Additional Property or any portion thereof shall be deemed to have a number of Commercial Units, based upon the acreage of such Owner, divided by the acreage of all of the Owners owning any portion of the Additional Property, multiplied by 87. If any portion of the Additional Property is conveyed to the Association or any Sub-Association, or any governmental authority, such property shall not be deemed to contain any Commercial Units, but shall not reduce the total number of Commercial Units within the Additional Property, which shall be 87. The purpose of this paragraph is to clarify that the conveyance of any portion of the Additional Property to the Association or any Sub-Association, or any governmental authority, will not result in a reduction of the total number of Commercial Units within the Additional Property.
4. Notwithstanding anything contained in Article 8 of the Declaration to the contrary, Sunbelt shall have the sole and exclusive right of architectural approval with respect to the initial construction of any Improvement within the Additional Property, and accordingly wherever reference is made to the A.R.B. in said Article 8, same shall mean and refer to Sunbelt with respect to the initial construction of any Improvement within the Additional Property.
5. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

ONE 3248 Pg 316

IN WITNESS WHEREOF, Sunbelt has caused this Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD.,
an Illinois limited partnership

Mary White
(Witness Signature)

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

Harry Horta
(Type or Print Witness Name)

By GC

Mary White
(Witness Signature)

Garry Carlson
(Type or Print Name of Person Signing)

Charles Bladt
(Type or Print Witness Name)

Vice President
(Title of Person Signing)

4905 Le Chateau Blvd
Bonneton Beach FL 33436
(Type or Print Address of Person Signing)

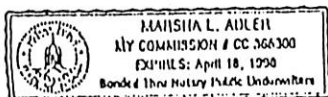
STATE OF FLORIDA)

COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 5th day of May, 1994, by Garry Carlson, as Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the limited partnership. He/she is personally known to me or has produced driver's license as identification and did/did not take an oath.

Marsha L. Allen
NOTARY PUBLIC, State of Florida

My Commission Expires:



ORB 8248 317

JOINDER AND CONSENT

The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES LIMITED PARTNERSHIP,
an Arizona limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

Mary K. Smith
(Witness Signature)

Mary K. Smith
(Type or Print Witness Name)

Mary K. Smith
(Witness Signature)

Charles Black
(Type or Print Witness Name)

By [Signature]

Gary Carlson
(Type or Print Name of Person Signing)

Vice President
(Title of Person Signing)

4965 Le Chateau Blvd
Bayton Beach FL 33436
(Type or Print Address of Person Signing)

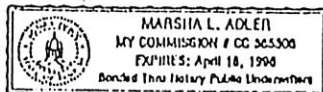
STATE OF FLORIDA)

COUNTY OF Palmer Beach ss:

The foregoing instrument was acknowledged before me this 5th day of May, 1994, by Gary Carlson as Vice President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the limited partnership. He/she is personally known to me or has produced Drivers License as identification and did/did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:



EAS/UDC/ABERD-CM.AMD
05/2/94

EXHIBIT "A"

ORB 8248 Pg 318
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

LEGAL DESCRIPTION

(ADERDEEN COMMERCIAL PARCEL)

A TRACT OF LAND LYING IN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND A PORTION OF TRACTS 13, 14, 15, 16, 27 & 28, BLOCK 47, PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 49 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, THENCE WITH A BEARING OF SOUTH 02°05'33" WEST, ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 15, A DISTANCE OF 1003.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LE CHALET BOULEVARD, AS RECORDED IN PLAT BOOK 44, PAGES 77 & 78 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE WITH A BEARING OF SOUTH 41°29'00" EAST ALONG THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF LE CHALET BOULEVARD, A DISTANCE OF 160.12 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 35°24'57" WEST, A DISTANCE OF 930.39 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 00°40'52" WEST, A DISTANCE OF 430.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 21, AS RECORDED IN OFFICIAL RECORD BOOK 2532, PAGE 021 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WITH A BEARING OF NORTH 09°11'00" WEST, ALONG THE AFORESAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 487.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF JOG ROAD AS RECORDED IN OFFICIAL RECORD BOOK 4456, PAGES 501 - 504, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2472.06 FEET, A CHORD BEARING OF NORTH 07°13'50" EAST, A CENTRAL ANGLE OF 43°41'53", AND AN ARC LENGTH OF 1005.30 FEET TO A POINT; THENCE WITH A BEARING OF NORTH 74°50'27" EAST, A DISTANCE OF 35.82 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF LE CHALET BOULEVARD; THENCE WITH A BEARING OF SOUTH 59°23'54" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 195.00 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1960.01 FEET, A CHORD BEARING OF SOUTH 50°26'27" EAST, A CENTRAL ANGLE OF 17°54'54", AND AN ARC LENGTH OF 612.05 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 41°29'00" EAST, A DISTANCE OF 31.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 28.830 ACRES MORE OR LESS.

Handwritten: 4965 LeChateau Blvd
Bogalusa LA 70306

MAY-12-1994 1:43 PM 94-168431
ORB 8259 Pg 313
RECORDING DIVISION

REVISED TWENTIETH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ABERDEEN PLANNED UNIT DEVELOPMENT AND ABERDEEN PLANNED
COMMERCIAL DEVELOPMENT

(This revised amendment is being executed and recorded to correct the Twentieth Amendment to Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, recorded in Official Record Book 8248, Page 314, in the Public Records of Palm Beach County, Florida, which incorrectly stated Sunbelt Properties Limited Partnership, an Arizona partnership, was the owner of the property described therein.)

THIS AMENDMENT, made and executed this 11th day of May, 1994, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

WITNESSETH:

WHEREAS, Sunbelt executed the Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, in the Public Records of Palm Beach County, Florida, and has executed various amendments thereto (the Declaration as previously amended, is now known as the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development and is hereinafter referred to as the "Declaration"); and

WHEREAS, Sunbelt is the owner of that real property, hereafter referred to as the "Additional Property," lying and being in Palm Beach county, Florida and legally described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, subject to the terms of this amendment Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall

hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.

3. It is acknowledged the Additional Property hereby added to the Declaration is "Commercial Property" as described in the Declaration. It is further acknowledged that pursuant to paragraph 1.7 of the Declaration, a "Commercial Unit" is one-third (1/3) of an acre of the Commercial Property. It is acknowledged the Additional Property contains 28.83 acres, so that there would be 87 Commercial Units within such property. Notwithstanding anything contained in the Declaration to the contrary, each Owner of the Additional Property or any portion thereof shall be deemed to have a number of Commercial Units, based upon the acreage of such Owner, divided by the acreage of all of the Owners owning any portion of the Additional Property, multiplied by 87. If any portion of the Additional Property is conveyed to the Association or any Sub-Association, or any governmental authority, such property shall not be deemed to contain any Commercial Units, but shall not reduce the total number of Commercial Units within the Additional Property, which shall be 87. The purpose of this paragraph is to clarify that the conveyance of any portion of the Additional Property to the Association or any Sub-Association, or any governmental authority, will not result in a reduction of the total number of Commercial Units within the Additional Property.
4. Notwithstanding anything contained in Article 8 of the Declaration to the contrary, Sunbelt shall have the sole and exclusive right of architectural approval with respect to the initial construction of any improvement within the Additional Property, and accordingly wherever reference is made to the A.R.B. in said Article 8, same shall mean and refer to Sunbelt with respect to the initial construction of any improvement within the Additional Property.
5. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

088 8259 P 315
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

IN WITNESS WHEREOF, Sunbelt has caused this Amendment to the Declaration
to be executed in its name on the date and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBELT PROPERTIES, LTD.,
an Illinois limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

[Signature]
(Witness Signature)

Charles Black
(Type or Print Witness Name)

Debra A. Fullen
(Witness Signature)

Debra A. Fullen
(Type or Print Witness Name)

By [Signature]

Gary Carlson
(Type or Print Name of Person Signing)

Vice President
(Title of Person Signing)

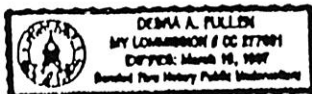
4965 Le Chateau Blvd
Boynton Fl. 33436
(Type or Print Address of Person Signing)

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

The foregoing instrument was acknowledged before me this 11th day of
May, 1994, by Gary Carlson, as Vice President of U.D.C.
ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT
PROPERTIES, LTD, an Illinois limited partnership, for and on behalf of the limited
partnership. He/she is personally known to me or has produced FL Dr Lic as
identification and did/did not take an oath. C-642-272-51-021

Debra A. Fullen
NOTARY PUBLIC, State of Florida

My Commission Expires:



Twenty First
AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR

ABERDEEN PLANNED UNIT DEVELOPMENT AND ABERDEEN PLANNED COMMERCIAL DEVELOPMENT

THIS AMENDMENT, made and executed this 25th day of July, 1994, by SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Sunbelt"),

WITNESSETH:

WHEREAS, Sunbelt executed the Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, Page 573, in the Public Records of Palm Beach County, Florida, and has executed various amendments thereto (the Declaration as previously amended, is now known as the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development and is hereinafter referred to as the "Declaration"); and

WHEREAS, Sunbelt Properties Limited Partnership, an Arizona Limited Partnership ("Owner") is the owner of that real property lying and being in Palm Beach county, Florida and legally described as follows:

All of ABERDEEN - PLAT NO. 19, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 412, at Page 135 (the "Additional Property"); and

WHEREAS, pursuant to sub-section 12.2.3 of the Declaration, the Declaration may be amended by Sunbelt at any time for the purpose of submitting additional property to the Declaration; and

WHEREAS, Sunbelt wishes to amend the Declaration to subject the Additional Property to all terms and provisions of the Declaration, in accordance therewith; and

WHEREAS, Owner wishes to join in this Amendment for the purpose of subjecting the Additional Property to all terms and provisions of the Declaration, in accordance therewith.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. In accordance with Article 2, Section 2.2 and Article 12, Section 12.2.3 of the Declaration, Sunbelt does hereby subject the Additional Property to all covenants, restrictions, easements, reservations, assessments, charges, liens and all other terms and provisions of the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording this instrument, the real property subject to the Declaration and all of the covenants and restrictions contained therein shall include that real property legally described in Exhibit "A" to the Declaration, and all real property added thereto subsequent to the filing of the Declaration, including without limitation, the Additional Property.
3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

184
RETURN TO
SIMON, MOSKOWITZ & MANDELL, P.A.
800 CORPORATE DRIVE • SUITE 510
FORT LAUDERDALE, FLORIDA 33334
WILL CALL TRI-COUNTY CTHS COURIER

IN WITNESS WHEREOF, Sunbelt has caused this Amendment to the Declaration to be executed in its name on the date and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
(Witness Signature)

Charles Black
(Type or Print Witness Name)

[Signature]
(Witness Signature)

Debra A. Fullen
(Type or Print Witness Name)

SUNBELT PROPERTIES, LTD.,
an Illinois limited partnership

BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

By [Signature]

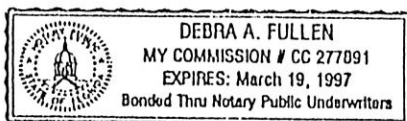
Gary Hamner
(Type or Print Name of Person Signing)

President
(Title of Person Signing)

4965 LeChateau Blvd
Boynton Beach FL 33436
(Type or Print Address of Person Signing)

STATE OF FLORIDA)
COUNTY OF Palmetto ss:

The foregoing instrument was acknowledged before me this 25th day of July, 1994, by Gary Hamner, as President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the limited partnership. He/she is personally known to me or has produced diverse licenses identification and did/did not take an oath.



[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:

JOINDER AND CONSENT

The undersigned hereby joins in and consents to this Amendment for the purpose of submitting the Additional Property to the Declaration.

Signed, sealed and delivered
in the presence of:

[Signature]
(Witness Signature)

Charles Black
(Type or Print Witness Name)

[Signature]
(Witness Signature)

Eric A. Simon
(Type or Print Witness Name)

SUNBELT PROPERTIES LIMITED PARTNERSHIP,
an Arizona limited partnership

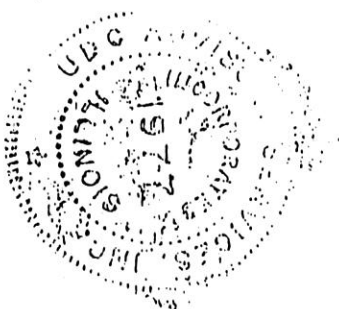
BY: U.D.C. ADVISORY SERVICES, INC.,
an Illinois corporation,
as General Partner

By [Signature]

Gary Hamner
(Type or Print Name of Person Signing)

President
(Title of Person Signing)

4965 LeChateau Blvd
Boynton Beach FL 33436
(Type or Print Address of Person Signing)

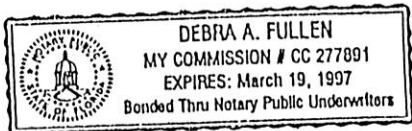


STATE OF FLORIDA)

COUNTY OF Palm Beach) ss:

ORB 8369 Pg 379
DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

The foregoing instrument was acknowledged before me this 15th day of July, 1994, by Gary Hauser, as President of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the limited partnership. He/she is personally known to me or has produced driver's license as identification and did/did not take an oath.



Debra A. Fullen
NOTARY PUBLIC, State of Florida

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQUIRE
SIMON, MOSKOWITZ & MANDELL, P.A.
800 Corporate Drive, Suite 510
Fort Lauderdale, Florida 33334
(305) 491-2000

EAS/UDC/ABERDE20.AMD
06/22/93

IN WITNESS WHEREOF, Sunbelt has caused this Amendment to the Declaration to be executed in its name on the date and year first above written.

WITNESSES:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona Limited
Partnership

By: U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation, as General Partner

By: Wm Hammersley
Asst. Secretary
Title

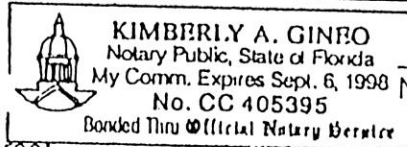
Robert Gelfer
Mark Mark

STATE OF FLORIDA

SS:

COUNTY OF

The foregoing instrument was acknowledged before me this 18th day of August,
1995 by William Hammersley Asst Sec of U.D.C. ADVISORY SERVICES,
INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona Limited Partnership, on behalf of the Partnership. He/she is
personally known to me or has produced _____ as identification.



Kimberly A. Ginio
Notary Public, State of Florida at Large

My commission expires:

THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQUIRE
SIMON, MOSKOWITZ & MANDELL, P.A.
800 Corporate Drive, Suite 510
Fort Lauderdale, Florida 33334
(305) 491-2000

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esq.
Kopelowitz & Plafsky, P.A.
750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316

AUG-23-1995 12:19PM 95-269462
ORB 8888 Pg 874
1

23rd AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR ABERDEEN PLANNED
UNIT DEVELOPMENT AND ABERDEEN PLANNED COMMERCIAL
DEVELOPMENT

THIS AMENDMENT, made and executed this 18th day of August, 1995, by
SUNBELT PROPERTIES, LTD., an Illinois limited partnership authorized to transact business in
the State of Florida ("Sunbelt"),

WITNESSETH:

WHEREAS, Sunbelt executed the Declaration of Covenants and Restrictions for
Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated
June 17, 1983, and recorded in Official Record Book 3970, Page 573, in the Public Records
of Palm Beach County, Florida, and has executed various amendments thereto (the Declaration
as previously amended, is now known as the Declaration of Covenants and Restrictions for
Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development and is
hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to sub-section 12.2.2 of the Declaration, as heretofore amended,
the Declaration may be amended by Sunbelt; and

WHEREAS, Sunbelt wishes to amend the Declaration.

NOW, THEREFORE, in accordance with Sub-Section 12.2.3 of the Declaration, Sunbelt
hereby amends the Declaration as follows:

1. All terms used herein which are defined in the Declaration shall
have the same meaning herein as therein.
2. Paragraph 7.7 of the Declaration, as added in the Eighth
Amendment recorded in Official Records Book 5670, Page 891,
of the Public Records of Palm Beach County, Florida, is hereby
deleted in its entirety.
3. Except as expressly amended hereby, the Declaration and all
terms and provisions thereof, shall continue in full force and
effect in accordance with its terms.

IN WITNESS WHEREOF, Sunbelt has caused this Amendment to the Declaration to be executed in its name on the date and year first above written.

WITNESSES:

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona Limited
Partnership

By: U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation, as General Partner

Deborah Kelliker
Mark Kelliker

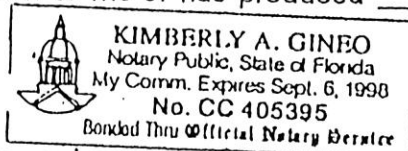
By: Wm Hammersley
Asst. Secretary
Title

STATE OF FLORIDA

SS:

COUNTY OF

The foregoing instrument was acknowledged before me this 18th day of August, 1995 by William Hammersley Asst Sec of U.D.C. ADVISORY SERVICES, INC., an Illinois corporation, as General Partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona Limited Partnership, on behalf of the Partnership. He/she is personally known to me or has produced _____ as identification.



Kimberly A. Gineo
Notary Public, State of Florida at Large

My commission expires:

EAS/UDC/ROAD/AMD
7/13/95

SEP-26-1995 4:17PM 95-310877
OR# 8935 Pg 25
[RECEIVED]

Return to:
Ronald E. Lowe, Esq.
Lowe & Berman, P.A.
2901 North Central Avenue
Suite 1100
Phoenix, Arizona 85012

ASSIGNMENT OF DECLARANT'S RIGHTS

SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida ("Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto UDC HOMES, INC., a Delaware corporation authorized to transact business in the State of Florida and its successors and assigns ("Assignee"), as of the 17th day of May, 1995, all of Assignor's right, title and interest as declarant, developer, owner or otherwise, under and pursuant to:

(i) that certain Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, formerly known as Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983 and recorded June 20, 1983 in Official Records Book 3970, Page 573, as amended from time to time (as amended, the "Master Declaration"), the declarant's rights thereunder having been assigned to Assignor pursuant to that certain Assignment of Declarant's Rights dated September 17, 1988 and recorded September 20, 1988 in Official Records Book 5812, Page 1133;

(ii) any and all other declarations of covenants and restrictions under which Assignor is the developer, declarant, owner or otherwise, within or comprising the residential/commercial development known as Aberdeen Planned Unit Development and Planned Commercial Development located in Palm Beach County, Florida, including, without limitation, those Declarations of Covenants and Restrictions described on Exhibit "A" attached hereto, together with all modifications and amendments thereto (collectively, the "Other Declarations");

(iii) all articles of incorporation, by-laws and other formation, organizational and operational documentation with respect to the projects created by the Master Declaration and the Other Declarations and any and all other documents, covenants and agreements ancillary thereto; and

(iv) Parkwalk Plat No. 1, as recorded in Plat Book 45, pages 45 thru 48 of the Public Records of Palm Beach County, Florida; Parkwalk Plat No. 2, as recorded in Plat Book 46, pages 164 thru 166 of the Public Records of Palm Beach County, Florida; Parkwalk Plat No. 3, as recorded in Plat Book 47, pages 62 thru 64 of the Public Records of Palm Beach County, Florida; Parkwalk Plat No. 4, as recorded in Plat Book 50, pages 158 thru 161 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 1, as recorded in Plat Book 55, pages 9 thru 10 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 2, as recorded in Plat Book 55, pages 11 thru 22 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 3, as recorded in Plat Book 55, pages 23 thru 25 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 4, as recorded in Plat Book 55, pages 36 thru 39 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 5, as recorded in Plat Book 59, pages 86 thru 87 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 6, as recorded in Plat Book 59, pages 139 thru 140 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 7, as recorded in Plat Book 74, pages 161 thru 165 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 8, as recorded in Plat Book 59, pages 181 thru 183 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 9, as recorded in Plat Book 59, pages 178 thru 180 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 10, as recorded in Plat Book 67, pages 195 thru 196 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 11, as recorded in Plat Book 60, pages 38 thru 40 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 12, as recorded in Plat Book 60, pages 41 thru 43 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 13, as recorded in Plat Book 65, pages 116 thru 120 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 14, as recorded in Plat Book 66, pages 3 thru 7 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 15, as recorded in Plat Book 69, pages 63 thru 66 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 16, as recorded in Plat Book 71, pages 159 thru 162 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 17, as

recorded in Plat Book 71, pages 128 thru 132 of the Public Records of Palm Beach County, Florida; Aberdeen Plat No. 19, as recorded in Plat Book 72, pages 135 thru 137 of the Public Records of Palm Beach County, Florida; and any other plats executed by the undersigned.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed as of the date first set forth above.

SUNBELT PROPERTIES LIMITED
PARTNERSHIP, an Arizona limited
partnership authorized to transact
business in the State of Florida

By: UDC ADVISORY SERVICES,
INC., an Illinois corporation
authorized to transact business in
the State of Florida, General
Partner

Witness:

Laura Greenberg

Print Name: LAURA GREENBERG

By:

Roger A. Nelson

Its: Sr Vice President President

Witness:

Gordon E. Hunt

Print Name: GORDON E. HUNT

(CORPORATE SEAL)



STATE OF Arizona)
) ss.County of Maricopa)

I HEREBY CERTIFY that on this day before me, the undersigned officer, personally appeared Roger A. Nelson known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she is the/a[n] Mr. Vice President of UDC ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida and general partner of SUNBELT PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership authorized to transact business in the State of Florida, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument, for the purposes therein stated, on behalf of the corporation, and that the instrument is the act of the corporation for the purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of Sept, 1995.

Ingrid S. Williams
Notary Public, State of Arizona
Print Name: INGRID S. WILLIAMS

My Commission Expires:

9-7-97

Exhibit "A"

OR2 8935 Pg 29

1. Declaration of Covenants and Restrictions for The Landings at Parkwalk, dated June 17, 1983, and recorded on June 20, 1983, in Official Record Book 3970, Page 572, Public Records of Palm Beach County, Florida.
2. Declaration of Covenants and Restrictions for The Shores at Parkwalk, dated July 31, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1330, Public Records of Palm Beach County, Florida.
3. Declaration of Covenants and Restrictions for The Moorings at Parkwalk, dated September 7, 1984, and recorded on May 23, 1985, in Official Record Book 4552, Page 1382, Public Records of Palm Beach County, Florida.
4. Declaration of Covenants and Restrictions for Cambridge at Aberdeen, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 688, Public Records of Palm Beach County, Florida.
5. Declaration of Covenants and Restrictions for Hampton Community, dated January 26, 1987 and recorded February 5, 1987, in Official Record Book 5166, Page 897, Public Records of Palm Beach County, Florida.
6. Declaration of Covenants and Restrictions for Dorchester Estates at Aberdeen, dated April 8, 1988, and recorded on July 27, 1988, in Official Record Book 5753, Page 937, Public Records of Palm Beach County, Florida.
7. Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen dated April 8, 1988 and recorded July 27, 1988 in Official Record Book 5753, Page 854, Public Records of Palm Beach County, Florida, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen dated November 17, 1988 and recorded November 30, 1988 in Official Record Book 5886, Page 1361, Public Records of Palm Beach County, Florida, the declarant's rights thereunder having been assigned to Assignor pursuant to that certain Assignment of Declarant's Rights dated September 17, 1988 and recorded September 20, 1988 in Official Records Book 5812, Page 1133.
8. Aberdeen Lakes Declaration dated July 30, 1992 and recorded August 7, 1992 in Official Record Book 7352, Page 1048, Public Records of Palm Beach County, Florida, re-recorded on August 2, 1994 in Book 8369, Page 953, Public Records of Palm Beach County, Florida, as amended by that certain First Amendment to Aberdeen Lakes Declaration dated February 2, 1994 and recorded February 8, 1994 in Book 8114, Page 567, Public

Records of Palm Beach County, Florida, that certain Second Amendment to Aberdeen Lakes Declaration dated February 2, 1994 and recorded February 8, 1994 in Book 8114, Page 614, Public Records of Palm Beach County, Florida, and that certain Third Amendment to Aberdeen Lakes Declaration dated July 25, 1994 and recorded August 2, 1994 in Book 8369, Page 380, Public Records of Palm Beach County, Florida.

9. Declaration of Covenants and Restrictions of Brittany Lakes at Aberdeen dated February 2, 1994 and recorded February 8, 1994 in Official Record Book 8114, Page 615, Public Records of Palm Beach County, Florida.
10. Declaration of Covenants and Restrictions of Carrington Lakes at Aberdeen dated February 2, 1994 and recorded February 8, 1994 in Official Record Book 8114, Page 568, Public Records of Palm Beach County, Florida.
11. Declaration of Covenants and Restrictions of Sterling Lakes Estates at Aberdeen dated July 25, 1994 and recorded August 2, 1994 in Official Record Book 8369, Page 381, Public Records of Palm Beach County, Florida.
12. Declaration of Covenants and Restrictions for Sheffield at Aberdeen dated April 29, 1991 and recorded May 13, 1991 in Official Record Book 6820, Page 58, Public Records of Palm Beach County, Florida.
13. Declaration of Covenants and Restrictions of Lancaster Lakes at Aberdeen dated July 30, 1992 and recorded August 7, 1992 in Official Record Book 7352, Page 1078, and rerecorded August 2, 1994 in Official Record Book 8369, Page 911, Public Records of Palm Beach County, Florida.
14. Declaration of Condominium of the Harbours at Aberdeen, a Condominium dated June 12, 1989 and recorded June 19, 1989 in Official Record Book 6101, Page 1430, Public Records of Palm Beach County, Florida.
15. Declaration of Condominium of the Harbours at Aberdeen II, a Condominium dated April 9, 1993 and recorded April 23, 1993 in Official Record Book 7677, Page 1859, Public Records of Palm Beach County, Florida.
16. Declaration of Covenants and Restrictions for Bermuda Isle at Aberdeen dated April 19, 1990 and recorded May 11, 1990 in Official Record Book 6450, Page 1018, Public Records of Palm Beach County, Florida.

17. Declaration of Covenants and Restrictions for Ashford at Aberdeen dated July 25, 1990 and recorded August 17, 1990 in Official Record Book 6552, Page 1735, Public Records of Palm Beach County, Florida.

18. Those certain Declarations of Condominium of the Coves at Parkwalk, described as follows:

<u>Condominium</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>
A	12/28/84	4430	1227
B	12/28/84	4430	1279
C	01/30/85	4455	360
D	01/30/85	4455	412
E	12/28/84	4430	1331
F	05/14/86	4887	82
G	09/22/86	5015	592
H	09/22/86	5013	716
I	06/20/88	5628	323
J	06/27/88	5717	1372
K	09/02/88	5795	622
L	08/11/88	5770	1273
M	08/30/88	5790	1416
N	11/15/89	6261	1288

together with all modifications and amendments thereto.

SEP-26-1995 4:17PM 95-310883
ORB 3935 Pg 67
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Prepared by and return to:

Ronald E. Lowe, Esq.
Lowe & Berman, P.A.
2901 North Central Avenue
Suite 1100
Phoenix, Arizona 85012

ASSIGNMENT OF RIGHTS UNDER RECORDED DOCUMENTS AND ASSUMPTION

THIS ASSIGNMENT OF RIGHTS UNDER RECORDED DOCUMENTS AND ASSUMPTION is made and entered into this 25 day of September, 1995, by and among REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida ("Realty Dealers"), and UDC HOMES, INC., a Delaware corporation, successor-by-merger to UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership authorized to transact business in the State of Florida ("UDC") (collectively, the "Assignors", and each, an "Assignor"), and TRANSEASTERN ABERDEEN PROPERTIES, INC., a Florida corporation ("Assignee").

WHEREAS, pursuant to that certain Assignment of Declarant's Rights by Sunbelt Properties Limited Partnership, an Arizona limited partnership ("Sunbelt"), in favor of UDC recorded on even date herewith, UDC is (a) a declarant under that certain Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, formerly known as Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, dated June 17, 1983 and recorded June 20, 1983 in Official Record Book 3970, Page 573, Public Records of Palm Beach County, Florida, as amended from time to time (as amended, the "Master Declaration"), Sunbelt having become a declarant thereunder pursuant to that certain Assignment of Declarant's Rights dated September 17, 1988 and recorded September 20, 1988 in Official Record Book 5812, Page 1133, Public Records of Palm Beach County, Florida (the "Sunbelt Assignment of Declarant's Rights"), (b) the "Developer" under that certain Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen dated April 8, 1988 and recorded July 27, 1988 in Official Record Book 5753, Page 854, Public Records of Palm Beach County, Florida, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen dated November 17, 1988 and

recorded November 30, 1988 in Official Record Book 5886, Page 1361, Public Records of Palm Beach County, Florida (as amended, the "Muirhead Declaration"), Sunbelt having become the "Developer" thereunder pursuant to the Sunbelt Assignment of Declarant's Rights, and (c) the "Declarant" under (i) that certain Aberdeen Lakes Declaration dated July 30, 1992 and recorded August 7, 1992 in Official Record Book 7352, Page 1048, Public Records of Palm Beach County, Florida, re-recorded on August 2, 1994 in Book 8369, Page 953, Public Records of Palm Beach County, Florida, as amended by that certain First Amendment to Aberdeen Lakes Declaration dated February 2, 1994 and recorded February 8, 1994 in Book 8114, Page 567, Public Records of Palm Beach County, Florida, that certain Second Amendment to Aberdeen Lakes Declaration dated February 2, 1994 and recorded February 8, 1994 in Book 8114, Page 614, Public Records of Palm Beach County, Florida, and that certain Third Amendment to Aberdeen Lakes Declaration dated July 25, 1994 and recorded August 2, 1994 in Book 8369, Page 380, Public Records of Palm Beach County, Florida (as amended, the "Aberdeen Lakes Declaration"), (ii) that certain Declaration of Covenants and Restrictions of Brittany Lakes at Aberdeen dated February 2, 1994 and recorded February 8, 1994 in Official Record Book 8114, Page 615, Public Records of Palm Beach County, Florida (the "Brittany Lakes Declaration"), (iii) that certain Declaration of Covenants and Restrictions of Carrington Lakes at Aberdeen dated February 2, 1994 and recorded February 8, 1994 in Official Record Book 8114, Page 568, Public Records of Palm Beach County, Florida (the "Carrington Lakes Declaration") and (iv) that certain Declaration of Covenants and Restrictions of Sterling Lakes Estates at Aberdeen dated July 25, 1994 and recorded August 2, 1994 in Official Record Book 8369, Page 381, Public Records of Palm Beach County, Florida (the "Sterling Lakes Declaration"); and

WHEREAS, Realty Dealers is the "Declarant" under that certain Road Declaration for Aberdeen Estates dated November 11, 1991 and recorded December 5, 1991 in Official Record Book 7044, Page 474, Public Records of Palm Beach County, Florida (the "Aberdeen Estates Declaration"); and

WHEREAS, UDC, as successor-by-merger to UDC-Universal Development L.P., is the "Developer" under (i) that certain Declaration of Condominium of Stratford at Aberdeen I, a Condominium, dated October 27, 1988 and recorded November 2, 1988 in Official Record Book 5860, Page 1132, Public Records of Palm Beach County, Florida (the "Stratford I Declaration"), (ii) that certain Declaration of Condominium of Stratford at Aberdeen II, a Condominium, dated October 27, 1988 and recorded January 23, 1989 in Official Record Book 5944, Page 884, Public Records of Palm Beach County, Florida (the "Stratford II Declaration") and (iii) that certain Declaration of Condominium of Stratford at Aberdeen III, a Condominium, dated April 30, 1990 and recorded May 4, 1990 in Official Record Book 6443, Page 444, Public Records of Palm Beach County, Florida (the "Stratford III Declaration"); and

WHEREAS, UDC is the "Declarant" under that certain Declaration of Covenants and Restrictions of Ashford Green at Aberdeen recorded August 23, 1995 in Official Record Book 8888, Page 917, Public Records of Palm Beach County, Florida (the "Ashford Green Declaration"); and

WHEREAS, UDC is a party to that certain Ashford Maintenance Agreement recorded August 23, 1995 in Official Record Book 8888, Page 876, Public Records of Palm Beach County, Florida (the "Ashford Maintenance Agreement"); and

WHEREAS, UDC is a party to that certain Aberdeen Drive Maintenance Agreement recorded August 23, 1995 in Official Record Book 8888, Page 896, Public Records of Palm Beach County, Florida (the "Aberdeen Drive Maintenance Agreement"); and

WHEREAS, the Master Declaration, the Muirhead Declaration, the Aberdeen Lakes Declaration, the Brittany Lakes Declaration, the Carrington Lakes Declaration, the Sterling Lakes Declaration, the Ashford Green Declaration, the Aberdeen Estates Declaration, the Stratford I Declaration, the Stratford II Declaration and the Stratford III Declaration are referred to collectively hereinafter as the "Declarations"; and

WHEREAS, Realty Dealers is an affiliate of UDC; and

WHEREAS, UDC and Transeastern Properties of South Florida, Inc., a Florida corporation ("TPSF"), are parties to that certain Agreement for the Purchase and Sale of Real Property dated July 19, 1995 (the "Sale Agreement"), pursuant to which UDC has agreed to sell to Assignee (the rights and obligations of TPSF under the Sale Agreement having been assigned to and assumed by Assignee) and Assignee has agreed to purchase from UDC certain property that is owned by UDC and subject to the Declarations; and

WHEREAS, pursuant to the Sale Agreement, all rights of Assignors as the "Developer" or "Declarant", as applicable, under the Declarations other than the Master Declaration, and as a declarant under the Master Declaration, are to be assigned to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

Assignment

Each Assignor hereby assigns to Assignee all of the rights, powers, privileges, options, future obligations, easements and estates reserved by or granted to such Assignor as the "Developer" or "Declarant", or a declarant under the applicable Declaration or Declarations made by it or by its predecessors or predecessors-in-interest, as applicable, including without limitation all of its respective rights, powers and privileges, if any, relating to the homeowners' or property owners' associations created pursuant to the Declaration or Declarations made by it or by its predecessors or predecessors-in-interest, as applicable. Notwithstanding the foregoing, each Assignor reserves to itself any and all rights, powers, privileges, options, easements and estates that it may now have or hereafter acquire under any of the Declarations as the owner of any property that is subject to any of the Declarations which is retained by such Assignor or is acquired by such Assignor following the date of recording hereof. In addition, UDC hereby assigns to Assignee all of the rights, powers, privileges, options, obligations, easements and estates reserved by or granted to UDC under the Ashford Maintenance Agreement and the Aberdeen Drive Maintenance Agreement. Notwithstanding the foregoing, UDC reserves to itself any and all rights, powers, privileges, options, easements and estates that it may now have or hereafter acquire under the Ashford Maintenance Agreement or the Aberdeen Drive Maintenance Agreement as the owner of any property that is subject to either such agreement which is retained by UDC or is acquired by UDC following the date of recording hereof.

IN WITNESS WHEREOF, Assignors each have executed the foregoing instrument as of the 28 day of September, 1995.

REALTY DEALERS, LTD., an Illinois
limited partnership authorized to transact
business in the State of Florida

By UDC ADVISORY SERVICES, INC.,
an Illinois corporation authorized to
transact business in the State of Florida,
general partner

Witness:

Laura Greenberg
Print Name: LAURA GREENBERG

By

Its

Roger Melby
SE VICE PRESIDENT

Witness:

Gordon E Hunt
Print Name: GORDON E. HUNT

(CORPORATE SEAL)



ORB 8935 Pg 71

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UDC HOMES, INC., a Delaware corporation,
successor-by-merger to UDC-Universal
Development L.P., a Delaware limited
partnership authorized to transact business
in the State of Florida

Witness:

Laura Greenberg
Print Name: LAURA GREENBERG

By Roger A. Nelson
Its SR Vice President

Witness:

Gordon E. Hunt
Print Name: GORDON E. HUNT

Assumption

Assignee hereby accepts and assumes all rights, powers, privileges, options, future obligations, easements and estates reserved by or granted to the Assignors or any predecessors or predecessors-in-interest under the Declarations, and all future obligations, undischarged future liabilities, and covenants of the Assignors or their predecessors or predecessors-in-interest as the "Developer" or "Declarant" or a declarant under the Declarations, and hereby accepts and assumes all future obligations, undischarged future liabilities, and covenants of UDC under the Ashford Maintenance Agreement and the Aberdeen Drive Maintenance Agreement.

IN WITNESS WHEREOF, Assignee has executed the foregoing instrument as of the 25 day of September, 1995.

TRANSEASTERN ABERDEEN PROPERTIES,
INC., a Florida corporation

Witness:

Print Name: Philip Cucci

By

ARTHUR J. PALCONS

Its

President

Witness:

Print Name: Debra A. Smith

STATE OF Arizona)
 County of Maricopa) ss.

I HEREBY CERTIFY that on this day before me, the undersigned officer, personally appeared Roger A. Nelson, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she is the/a[n] Dr. Eric Pius of UDC ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida and general partner of REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument, for the purposes therein stated, on behalf of the corporation, and that the instrument is the act of the corporation for the purposes therein stated.

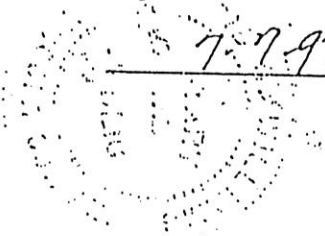
WITNESS my hand and official seal in the County and State last aforesaid this 19th day of Sept, 1995.

Ingrid S. Williams
 Notary Public, State of Arizona

Print Name: INGRID S. WILLIAMS

My Commission Expires:

7-7-97



STATE OF Arizona)
 County of Maricopa) ss.

I HEREBY CERTIFY that on this day before me, the undersigned officer, personally appeared Roger A. Nelson, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she is the/a[n] Mr. V.P. of UDC HOMES, INC., a Delaware corporation, successor-by-merger to UDC-Universal Development L.P., a Delaware limited partnership authorized to transact business in the State of Florida, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument, for the purposes therein stated, on behalf of the corporation, and that the instrument is the act of the corporation for the purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of Sept, 1995.

Ingrid S. Williams
 Notary Public, State of Arizona

Print Name: INGRID S. WILLIAMS

My Commission Expires:

7-7-97

STATE OF Florida)
County of Polk Beach) ss.

I HEREBY CERTIFY that on this day before me, the undersigned officer, personally appeared Arthur J. Falcone, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/~~she~~ is the/a[n] President of TRANSEASTERN ABERDEEN PROPERTIES, INC., a Florida corporation, and that he/~~she~~, in such capacity, being authorized so to do, executed the foregoing instrument, for the purposes therein stated, on behalf of the corporation, and that the instrument is the act of the corporation for the purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of Sept., 1995.


Notary Public, State of Florida

Print Name: Debra A. Graff

My Commission Expires:

5-1-97
115400371A020.E



DEBRA A. GRAFF
MY COMMISSION # CC423351 EXPIRES
May 1, 1997
DONDED TIVU TIOY FAH INSURANCE, INC.

061583

ARTICLES OF INCORPORATION

OF

PARKWALK

PROPERTY OWNERS ASSOCIATION, INC.,

(A corporation not for profit)

The undersigned, by these articles, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 (Part I) of the Florida Statutes (1981) and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be PARKWALK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association" and its duration shall be perpetual.

ARTICLE II

PURPOSE

The purpose for which the Master Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Master Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to implement its purpose including, but not limited to, the following:

A. To operate and manage the Common Property in accordance with the purpose and intent contained in the Declaration;

B. To make and collect Assessments against Members to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Common Property;

E. To reconstruct Improvements upon the Properties after casualty and to further improve the Properties;

F. To make and amend By-Laws for the Master Association and regulations respecting the use of the Properties;

G. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the rules and regulations for the use of the Properties;

H. To provide for management and maintenance and to authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Common Property. The Master Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

I. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Master Association shall be distributed to the Members, Directors, or Officers of the Master Association.

Section 4. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP

Each Sub-Association created by Sunbelt with respect to any property located within Parkwalk P.U.D. or Parkwalk P.C.D. shall automatically become a Member of the Master Association upon the incorporation of the Sub-Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Sub-Association. For purposes of membership only, Sunbelt shall be considered a Sub-Association with respect to those Parcels which it owns and which are not otherwise subject to another association. By including additional property within the imposition of the Declaration, Sunbelt may cause additional membership in this Master Association and may designate the ownership basis for such additional membership.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors consisting of not less than three (3) Directors. Each Member of the Master Association, including Sunbelt, shall appoint one (1) Director, and there shall be an odd

number of Directors at all times. If, at any time, there is an even number of Directors, then an additional Director shall be appointed by Sunbelt so long as it is a Member of the Master Association. Subsequent to the date upon which Sunbelt ceases to be a Member of the Master Association, the additional Director shall be appointed by the Member which represents the largest number of Parcels.

The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
THOMAS SCOTT	4965 LeChalet Blvd Boynton Beach, FL 33437
FRANK MEIER	4965 LeChalet Blvd. Boynton Beach, FL 33437
SANFORD SANFORD	4965 LeChalet Blvd. Boynton Beach, FL 33437

ARTICLE VI

OFFICERS

Officers shall be elected by the Board of Directors and shall consist of a President, Vice-President, Secretary and Treasurer. The following persons shall serve as Officers until the first election:

<u>Name</u>	<u>Title</u>
THOMAS SCOTT	President
FRANK MEIER	Vice President
SANFORD SANFORD	Secretary
SANFORD SANFORD	Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF A.R.B.

Every Director and Officer of the Master Association, and member of the Architectural Review Board shall be indemnified by the Master Association against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, Officer or member of the Architectural Review Board whether or not he is a Director, Officer or member of the Architectural Review Board at the time such expenses are incurred, except in such cases wherein the Director, Officer or member of the Architectural Review Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member of the Architectural Review Board seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or member of the Architectural Review Board may be entitled.

ARTICLE VIII

SUBSCRIBERS

The names and addresses of the subscribers hereto are as follows:

<u>Name</u>	<u>Address</u>
LEWIS F. CRIPPEN ESQ.	First National Bank Building Palm Beach, Florida 33480
PAUL W. A. COURTNEILL, JR., ESQ.	First National Bank Building Palm Beach, Florida 33480
MICHELLE C. WILKINSON, ESQ.	First National Bank Building Palm Beach, Florida 33480

ARTICLE IX

BY-LAWS

The By-Laws of the Master Association may be adopted, amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Master Association may be adopted, amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting, provided there is no conflict with Florida Statutes, applicable ordinances or the Declaration. No amendment, alteration or modification of these Articles of Incorporation may be made which affects the rights or privileges of any Current Mortgagee nor may these Articles of Incorporation be rescinded without the express prior written consent of all Current Mortgagees so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

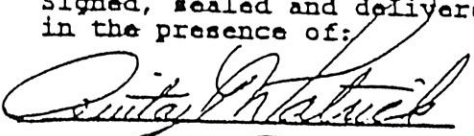


ARTICLE XI

ADDRESS OF REGISTERED OFFICE

The name of the initial registered agent shall be LEWIS F. CRIPPEN, ESQ. and the street address of the registered office of the Master Association shall be 272-A South County Road, Palm Beach, Florida 33480. The Master Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, we have hereunder set our hands and seals, at Palm Beach County, Florida, this 15th day of June, 1983.

Signed, sealed and delivered
in the presence of:



 (SEAL)
LEWIS F. CRIPPEN, ESQ.

Signed sealed and delivered
in the presence of:

[Signature]

[Signature]

[Signature]

[Signature]

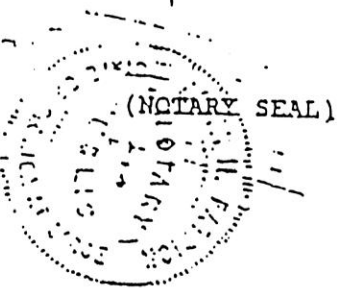
[Signature] (SEAL)
PAUL W. A. COURTNELL, JR., ESQ.

[Signature] (SEAL)
MICHELLE C. WILKINSON, ESQ.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged
before me this 27th day of June, 1983, by LEWIS F. CRIPPEN,
ESQ., PAUL W. A. COURTNELL, JR., ESQ. and MICHELLE C. WILKINSON,
ESQ., the subscribers named therein.



[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1983
Issued by American Bar & Company, Cincinnati

determined by the presiding Officer of the Board of Directors. All meetings shall be held at the office of the Master Association, or at such place in the County, as shall be stated in the notice thereof. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate. Regular meetings may be held without notice.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President upon notice to each Director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of a majority of the Directors. All notices of special meetings shall state the purpose, time and place of the meeting.

Section 3. Quorum. At all meetings of the Board of Directors, a majority of the total votes of the Members of the Master Association as represented by the Directors present, shall constitute a quorum for the transaction of business, and the acts of a majority of the votes of the Members of the Master Association as represented by the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding Officer may adjourn the meeting from time to time, and at any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Joinder. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. Written Actions. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action taken is signed by all of the Directors and filed in the minutes of the proceedings of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

Section 6. Presiding Officer. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.

Section 7. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference at which each participating member can hear and be heard by all other participating members. Any action taken by the Board of Directors at any such telephone meeting shall be confirmed in writing by all Directors as soon as reasonably possible thereafter.

ARTICLE VIII

NOTICE OF MEETINGS

Section 1. Annual Meeting. Written notice of the annual meeting of Directors shall be served upon or mailed to each Member entitled to notice at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED

JUN 17 1 31 PM '83
THE
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST—THAT PARKWALK PROPERTY OWNERS ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF

Boynton Beach, STATE OF Florida, HAS
(CITY) (STATE)
NAMED LEWIS F. CRIPPEN, ESQUIRE LOCATED AT
(NAME OF REGISTERED AGENT)

Gunster, Yoakley, Criser & Stewart, P.A., 251 South County Road
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Palm Beach, STATE OF FLORIDA, AS ITS AGENT
(CITY)

TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

THOMAS SCOTT
SIGNATURE Thomas Scott
(CORPORATE OFFICER)

TITLE President

DATE June 15, 1983

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

LEWIS F. CRIPPEN, ESQUIRE
SIGNATURE Lewis F. Crippen
(REGISTERED AGENT)

DATE June 15, 1983

EXHIBIT "A"
ARTICLES OF AMENDMENT

OF

PARKWALK PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the name of the corporation is PARKWALK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association"); and

WHEREAS, the Articles of Incorporation for the Master Association, dated June 15, 1983,, were filed with the Florida Secretary of State on June 17, 1983 (the "Articles"); and

WHEREAS, the Board of Directors of the Master Association resolved, by Written Action dated November 6, 1986, that the Articles should be amended as hereinafter set forth.

NOW, THEREFORE, the President and the Secretary of the Master Association hereby certify that the Articles are hereby amended as follows:

1. Article I is hereby deleted and replaced by the following:

The name of the corporation shall be ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association" and its duration shall be perpetual.

2. Reference in Article II to the "Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development" is hereby deleted and replaced by the following:

Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development.

3. Article III, Section 2B is hereby deleted and replaced by the following:

B. To make and collect Assessments against Members, Owners and the Club Owner to cover the Common Expenses; and to make and collect Eastern Area Assessments, Western Area Assessments, Commercial Assessments, general Assessments, special Assessments and all other charges in accordance with the provisions of the Declaration;

4. Article III, Section 2D is hereby deleted and replaced by the following:

D. To maintain, repair, replace and operate the Common Property and such other property as the Board of Directors may deem appropriate from time to time;

5. A new Section 2I is hereby added to Article III, as follows:

I. To bring suit and to litigate on behalf of the Master Association, the Members and the Owners; provided, however, that except as specifically set forth in this Paragraph I, the Master Association shall not have the power to bring suit or to litigate on behalf of the Master Association, the Members or the Owners without the express prior written consent of at least seventy-five percent (75%) of the Owners. The foregoing restriction shall not apply to suits or litigation brought on behalf of the Master Association to collect assessments, enforce liens, bring injunctive action or otherwise to enforce the Declaration, these Articles of Incorporation, the By-Laws or the Rules and Regulations promulgated by the Master Association nor shall this restriction apply to the Master Association's defense of any suits or litigation brought against the Master Association.

6. Section 2.I of Article III is hereby relettered as Section 2.J.

7. Article IV is hereby deleted and replaced by the following:

Each Sub-Association created by Sunbelt with respect to any property located within Aberdeen P.U.D. or Aberdeen P.C.D. shall automatically become a Member of the Master Association upon the incorporation of the Sub-Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Sub-Association. For purposes of membership only, Sunbelt shall be considered a Sub-Association with respect to those Parcels which it owns and which are not otherwise subject to another Sub-Association. The Club Owner shall be a Member of the Master Association from and after the date of execution of these First Articles of Amendment for the Master Association. By including additional property within the imposition of the Declaration, Sunbelt may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

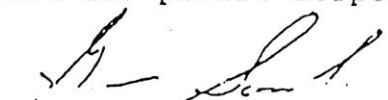
IN WITNESS WHEREOF, we, the undersigned, do hereby set our hands and seals this 15th day of January, 1987.

Signed, sealed and delivered in the presence of:


ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation



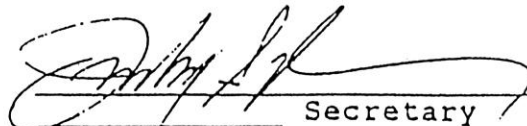
Henry D. Russell



President



Henry D. Russell



Secretary
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 17th day of January, 1987, by David Barker, the _____ President of ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (f/k/a PARKWALK PROPERTY OWNERS ASSOCIATION), on behalf of the corporation.

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 20, 1989
BOWDED THRU GENERAL INS. UND.

NOTARY PUBLIC

(Impression Notarial Seal)

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

The foregoing instrument was acknowledged before me this 13th day of January, 1987, by Jeff Elmer, the _____ Secretary of ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (f/k/a PARKWALK PROPERTY OWNERS ASSOCIATION), on behalf of the corporation.

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 20, 1989
BOWDED THRU GENERAL INS. UND.

NOTARY PUBLIC

(Impression Notarial Seal)

THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esq.
Kopelowitz & Plafsky, P.A.
750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316

AUG-23-1995 12:19pm 95-269464
ORB 8888 Pg 896
1

ABERDEEN DRIVE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 18th day of August 1995, between UDC HOMES, INC., a Delaware corporation ("UDC"), STRATFORD AT ABERDEEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit ("STRATFORD"), and ABERDEEN GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit ("CLUB").

PREAMBLE

UDC is the owner of "ABERDEEN DRIVE", as shown in the plat of ABERDEEN-Plat No. 5, recorded in Plat Book 59, at Page 86, of the Public Records of Palm Beach County, Florida ("PLAT 5"). It is acknowledged PLAT 5 dedicates ABERDEEN DRIVE to the ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (the "POA"), which has been assigned various duties and obligations in the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, recorded in Official Records Book 3970, Page 573, of the Public Records of Palm Beach County, Florida, and any amendments thereto (the ABERDEEN DECLARATION")

Pursuant to the Eighth Amendment to the ABERDEEN DECLARATION, recorded in Official Records Book 5670, Page 891, of the Public Records of Palm Beach County, Florida, (the "EIGHTH AMENDMENT") the POA was assigned various duties and obligations relating to ABERDEEN DRIVE, including the obligation to maintain ABERDEEN DRIVE and the landscaped areas on ABERDEEN DRIVE (the "LANDSCAPED AREAS"), and the duty to maintain and operate the gatehouse at the entrance to ABERDEEN DRIVE (the GATEHOUSE). The EIGHTH AMENDMENT further sets forth certain provisions regarding the staffing of the GATEHOUSE, and the manner in which expenses relating to ABERDEEN DRIVE, the LANDSCAPED AREAS, and the GATEHOUSE are to be shared.

UDC is also the owner of the property described in Exhibit "A" attached hereto (hereinafter referred to as the "UDC PROPERTY").

UDC is also the owner of the property described in Exhibit "B" attached hereto (hereinafter referred to as the "SALES CENTER PROPERTY").

STRATFORD is a condominium association that operates the following condominiums (the property within the condominiums or owned by STRATFORD is hereinafter referred to as the "STRATFORD PROPERTY").

(a) Stratford at Aberdeen I, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5860, Page 1132, of the Public Records of Palm Beach County, Florida .

(a) Stratford at Aberdeen II, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5944, Page 884, of the Public Records of Palm Beach County, Florida .

(a) Stratford at Aberdeen III, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 6443, Page 444, of the Public Records of Palm Beach County, Florida .

CLUB operates a golf and country club within the property subject to the ABERDEEN DECLARATION (the COUNTRY CLUB").

It is acknowledged that ABERDEEN DRIVE only provides access to the UDC PROPERTY, the SALES CENTER PROPERTY, the STRATFORD PROPERTY, and the COUNTRY CLUB.

The parties desire to enter into this AGREEMENT, pursuant to which the following will be accomplished:

1. An association will be created, to be known as the Aberdeen Drive Maintenance Association, Inc. (the "MAINTENANCE ASSOCIATION").
2. ABERDEEN DRIVE will be conveyed to the MAINTENANCE ASSOCIATION, which will maintain same and the LANDSCAPED AREAS, and will maintain and operate the GATEHOUSE.
3. The members of the MAINTENANCE ASSOCIATION will be STRATFORD, CLUB and UDC, and their successors.
4. The members of the MAINTENANCE ASSOCIATION will pay the costs of maintaining and operating the property owned by the MAINTENANCE ASSOCIATION, as hereafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The parties acknowledge and agree that the recitals set forth above are true and correct.
2. MAINTENANCE ASSOCIATION. Attached hereto as Exhibit "C" are the Articles of Incorporation of the MAINTENANCE ASSOCIATION, and attached hereto as Exhibit "D" are the Bylaws of the MAINTENANCE ASSOCIATION, which are incorporated herein by reference.
3. CONVEYANCE TO MAINTENANCE ASSOCIATION. Notwithstanding anything contained in PLAT 5 or the ABERDEEN DECLARATION (including the EIGHTH AMENDMENT) to the contrary, the parties acknowledge that ABERDEEN DRIVE shall be conveyed to the MAINTENANCE ASSOCIATION. Accordingly, simultaneously herewith, UDC shall execute a Quit Claim Deed deeding ABERDEEN DRIVE to the MAINTENANCE ASSOCIATION, and UDC shall also cause the POA to execute a Quit Claim Deed for ABERDEEN DRIVE to the MAINTENANCE ASSOCIATION. From and after such conveyance the MAINTENANCE ASSOCIATION shall maintain ABERDEEN DRIVE and the LANDSCAPED AREAS, and shall maintain and operate the GATEHOUSE.
4. GATEHOUSE. With respect to the GATEHOUSE, same shall be staffed at the election of the members of the MAINTENANCE ASSOCIATION. In any event, the MAINTENANCE ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any GATEHOUSE is not manned, or due to the failure of any person staffing the GATEHOUSE or any mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry.
5. SHARING OF EXPENSES. The parties acknowledge and agree that they shall share all expenses incurred by the MAINTENANCE ASSOCIATION in connection with the ownership, operation, maintenance, repair and replacement of the property owned by the MAINTENANCE ASSOCIATION, including ABERDEEN DRIVE and the LANDSCAPED AREAS and the GATEHOUSE, as well as the costs of managing and operating the MAINTENANCE ASSOCIATION, and the costs of insurance for the MAINTENANCE ASSOCIATION, (collectively the "COMMON EXPENSES") in the following proportions:
 - 5.1 CLUB shall be responsible for 75% of the COMMON EXPENSES.
 - 5.2 STRATFORD shall be responsible for 2.35% of the COMMON EXPENSES, which shall be divided among the condominiums within the STRATFORD PROPERTY in direct proportion to the number of condominium units in each condominium within such property.
 - 5.3 UDC or its successors, with respect to the SALES CENTER PROPERTY, shall be responsible for 20% of the COMMON EXPENSES.
 - 5.4 UDC or its successors, with respect to the UDC PROPERTY, shall be responsible for 2.65% of the COMMON EXPENSES. If the UDC PROPERTY is developed as residential

dwelling units, then such amount shall be paid by the condominium or homeowners association operating such units.

6. BUDGET AND ASSESSMENTS.

6.1 Prior to the beginning of each fiscal year of the MAINTENANCE ASSOCIATION, the Board of Directors of the MAINTENANCE ASSOCIATION (the "BOARD") shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the MAINTENANCE ASSOCIATION during the fiscal year. Based upon the budget, the BOARD shall establish a monthly or quarterly assessment to be paid by each member, in order to provide funds to the MAINTENANCE ASSOCIATION for the payment of COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may change the amount or frequency of payments required to the MAINTENANCE ASSOCIATION. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by the regular periodic assessments, the BOARD may make special assessments for COMMON EXPENSES.

6.2 Each member shall pay periodic assessments to the MAINTENANCE ASSOCIATION as determined by the BOARD. If any assessment is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to charge the applicable member a late fee of five percent (5%) of the amount of the assessment, plus interest at the highest rate of interest allowable by law from the due date until paid. The MAINTENANCE ASSOCIATION may bring an action in its name to recover a money judgment for the unpaid assessments, and the applicable member shall be liable to the MAINTENANCE ASSOCIATION for all costs and expenses incurred by the MAINTENANCE ASSOCIATION in connection with the collection of any unpaid assessments, including reasonable attorneys' fees whether or not incurred in legal proceedings.

7. USE RIGHTS. The parties acknowledge and agree that the parties hereto; the owners and residents of the STRATFORD PROPERTY, the UDC PROPERTY, and the SALES CENTER PROPERTY; and the members of CLUB; their successors; and their guests and invitees, shall have the right to use ABERDEEN DRIVE for vehicular and pedestrian traffic, subject to reasonable rules that may be adopted by the MAINTENANCE ASSOCIATION from time to time.

8. AMENDMENT. This AGREEMENT may be amended upon the approval of all of the members. Notwithstanding the foregoing, so long as UDC owns any portion of the UDC PROPERTY, no amendment may be made to this AGREEMENT, or the Articles or By-Laws of the MAINTENANCE ASSOCIATION, which would materially affect any of the rights of UDC without the written joinder of UDC. In order to be effective, any amendment to this AGREEMENT must first be recorded in the Public Records of Palm Beach County, Florida.

9. TRANSFER OF UDC'S MEMBERSHIP. The parties acknowledge and agree that at such time as UDC records a Declaration of Covenants and Restrictions or Declaration of Condominium affecting the UDC PROPERTY, the association designated in such declaration to administer the declaration and to operate the UDC PROPERTY, or any portion thereof, shall automatically be assigned all of the rights, duties and obligations of UDC hereunder with respect to the UDC PROPERTY or portion thereof affected, and in the Articles and By-Laws of the MAINTENANCE ASSOCIATION, and shall become a member of the MAINTENANCE ASSOCIATION.

10. AMENDMENT TO ABERDEEN DECLARATION. The parties acknowledge and agree that UDC will execute and record and amendment to the ABERDEEN DECLARATION, which will delete Paragraph 7.7 thereof, as added by the EIGHTH AMENDMENT.

11. MISCELLANEOUS.

11.1 Entire Agreement. This AGREEMENT sets forth the entire understanding of the parties and it may not be changed except by written document signed by all of the parties hereto.

11.2 Construction. This AGREEMENT and all amendments hereto shall be construed in accordance with the laws of the State of Florida.

11.3 Binding Effect. The terms of this AGREEMENT shall be binding upon and inure to the benefit of, and shall be enforceable by, the respective successors and assigns of the parties.

11.4 Severability. The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11.5 Incorporation by Reference. The exhibits and schedules referred to in this AGREEMENT and attached hereto are hereby incorporated into this AGREEMENT by reference.

11.6 Recording. This AGREEMENT shall be recorded in the public records of Palm Beach County, Florida.

11.7 Attorneys' Fees. In the event that any party or the MAINTENANCE ASSOCIATION commences legal proceeding to enforce this AGREEMENT, the prevailing party shall be entitled to receive reasonable attorneys' fees and all costs incurred in connection with such enforcement, including fees and costs of appeal, from the losing party.

11.8 Jurisdiction, Venue. In any legal proceedings arising out of this AGREEMENT, same shall be resolved in an appropriate forum in Palm Beach County, Florida, and the parties hereby waive venue outside of said County.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT this 18th day of _____, 1995.

WITNESSES:

Deborah Kelliker
[Signature]

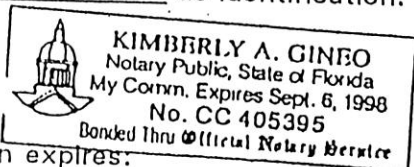
UDC HOMES, INC., a Delaware corporation

By: Wm Hammerley
Asst. Secretary
Title

STATE OF FLORIDA

COUNTY OF Palm Beach SS:

The foregoing instrument was acknowledged before me this 18th day of August, 1995 by Wm Hammerley as Asst. Sec. of UDC HOMES, INC., a Delaware corporation, on behalf of the Corporation. He/she is personally known to me or has produced _____ as identification.



My commission expires:

Kimberly A. Gineo
Notary Public, State of Florida at Large

WITNESSES:

Deborah Kelliker
[Signature]
[Signature]

STRATFORD AT ABERDEEN
CONDOMINIUM ASSOCIATION, INC., a
Florida corporation not-for-profit

By: [Signature]
President
Title

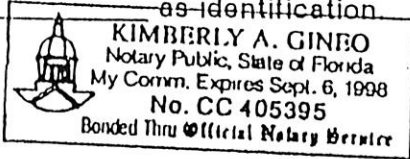
STATE OF FLORIDA

SS:

COUNTY OF

The foregoing instrument was acknowledged before me this 18th day of August, 1995 by Charles Blad, as President of STRATFORD AT ABERDEEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me ~~or has produced~~

~~as identification~~



Kimberly A. Gineo
Notary Public, State of Florida at Large

My commission expires:

WITNESSES:

ABERDEEN GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit

Deborah Kelleher
[Signature]

By: Wm Hammesley
President
Title

STATE OF FLORIDA

SS:

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 18th day of August, 1995 by Wm Hammesley, as President of ABERDEEN GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ _____ as identification.

Kimberly A. Gineo
Notary Public, State of Florida at Large

My commission expires:

EAS\UDC\ROAD\MAINT.AGR

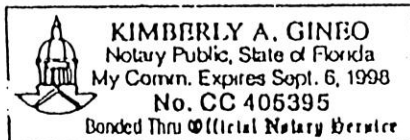
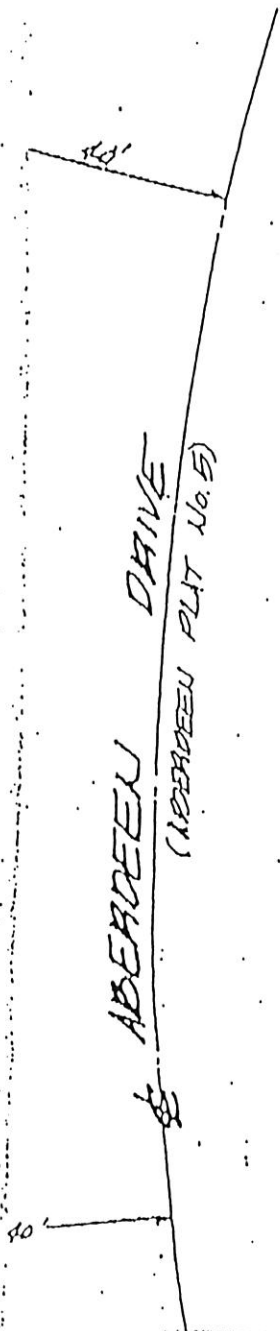
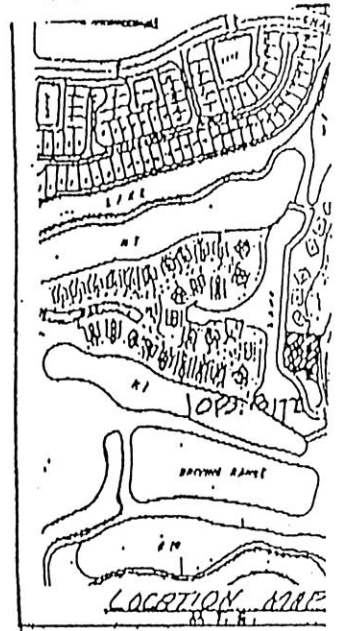


EXHIBIT "A"

All of the Plat of Aberdeen - Plat No. 6, according to the Plat thereof recorded in Plat Book 59, at Page 139, of the Public Records of Palm Beach County, Florida



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN ABERDEEN PLAT NO. 2, AS RECORDED IN PLAT BOOK 55, PAGES 11 - 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "A" OF ABERDEEN PLAT NO. 6, AS RECORDED IN PLAT BOOK 59, PAGES 139 - 140, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH $87^{\circ}21'37''$ EAST ALONG THE SOUTH LINE OF ABERDEEN PLAT NO. 6, A DISTANCE OF 189.29 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF $21^{\circ}32'59''$, A RADIUS OF 465.00 FEET AND WHOSE CHORD BEARS SOUTH $04^{\circ}31'33''$ WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE OF ABERDEEN DRIVE, A DISTANCE OF 174.89 FEET; THENCE NORTH $87^{\circ}21'37''$ WEST, A DISTANCE OF 182.95 FEET; THENCE NORTH $02^{\circ}26'12''$ EAST, A DISTANCE OF 117.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 0.72 ACRES MORE OR LESS.

I CERTIFY TO SOUTHEAST PHASE THAT THE SURVEY
WAS PREPARED UNDER MY DIRECTION FOR THE PURPOSE OF,
WABY SHAYBY ACCORDING TO A LEGAL DESCRIPTION
AS SHOWN HEREON IN THE ABSENCE OF AN ABSTRACT AND THAT IT IS ACCURATE
EST OF MY KNOWLEDGE AND BELIEF, AND THAT THERE ARE NO APPARENT ENCUMBRANCES
LESS SHOWN, AND FURTHER, THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL
AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SEC-
1017, FLORIDA STATUTES. THIS SURVEY IS ONLY VALID FOR THE PURPOSE AS
BOVE, FOR WHICH IT IS INTENDED, THIS SURVEY IS NOT VALID WITHOUT A
CAL.

SEPT. 1988

PROFESSIONAL LAND SURVEYOR, FLORIDA
CERTIFICATE NO. 3978

Landmark Surveying & L			
1830 FOREST HILL BOULE			
PH. (305) 433-8403 SUITE 200			
FIELD	FIELD BOOK	SCALE: 1" = 20'	
DESK	PR.		
DRAWN L.R.B.	FILE NO.	DATE	
CHECKED		SEPT.	
PROJECT:			VC
ABERDEEN SALES CENTER			87
DESCRIPTION:			ST
BOUNDARY SURVEY			OF

07.13.95 09:12 AM P

EXHIBIT "B"

Name

Address:

ORB 8888 Pg 903

Property Appraisers Parcel Identification (Folio) Number(s):

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ABERDEEN DRIVE MAINTENANCE ASSOCIATION, INC., a Florida corporation, filed on August 14, 1995, as shown by the records of this office.

The document number of this corporation is N95000003864.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of August, 1995



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OFABERDEEN DRIVE MAINTENANCE ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT-FOR-PROFITFILED
95 AUG 14 PM 3:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

UDC HOMES, INC., a Delaware corporation ("UDC"), STRATFORD AT ABERDEEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit ("STRATFORD"), and ABERDEEN GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit ("CLUB"), intend to execute and record an agreement entitled the ABERDEEN DRIVE MAINTENANCE AGREEMENT (the "AGREEMENT"). This association is being formed as the association to administer the AGREEMENT, and to perform the duties and exercise the powers pursuant to the AGREEMENT, as and when the AGREEMENT is recorded in the Public Records of Palm Beach County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the AGREEMENT shall apply to these Articles of Incorporation, and to the Bylaws of the MAINTENANCE ASSOCIATION.

ARTICLE I - NAME AND ADDRESS

The name of the corporation is ABERDEEN DRIVE MAINTENANCE ASSOCIATION, INC., hereinafter referred to as the "MAINTENANCE ASSOCIATION." The initial address of the principal office of the MAINTENANCE ASSOCIATION and the initial mailing address of the MAINTENANCE ASSOCIATION is 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437.

ARTICLE II - PURPOSE

The purposes for which the MAINTENANCE ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the MAINTENANCE ASSOCIATION as provided in the AGREEMENT.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the MAINTENANCE ASSOCIATION.

ARTICLE III - POWERS AND DUTIES

The MAINTENANCE ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the AGREEMENT, including but not limited to, the following:
 - 2.1. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - 2.2. To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the MAINTENANCE ASSOCIATION, and to use the proceeds thereof in the exercise of the MAINTENANCE ASSOCIATION'S powers and duties.
 - 2.3. To enforce the provisions of the AGREEMENT, these ARTICLES, and the BYLAWS.

2.4. To make, establish, and enforce reasonable rules and regulations governing the use of the property owned by the MAINTENANCE ASSOCIATION.

2.5. To grant and modify easements, and to dedicate property owned by the MAINTENANCE ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

2.6. To borrow money for the purposes of carrying out the powers and duties of the MAINTENANCE ASSOCIATION.

2.7. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the AGREEMENT.

2.8. To obtain property damage and liability insurance.

2.9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MAINTENANCE ASSOCIATION and for proper operation of the properties for which the MAINTENANCE ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

2.10. To sue and be sued.

ARTICLE IV - MEMBERS

1. The members of the MAINTENANCE ASSOCIATION shall consist of the following, and their successors and assigns:

1.1. UDC, or any successor homeowner's or condominium association created by it with respect to the UDC PROPERTY.

1.2. STRATFORD

1.3. CLUB

2. The share of each member in the funds and assets of the MAINTENANCE ASSOCIATION, and any membership in this MAINTENANCE ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner.

3. On all matters upon which the membership shall be entitled to vote, the CLUB shall be entitled to two votes, UDC will be entitled to one vote with respect to the UDC PROPERTY, UDC will be entitled to one vote with respect to the SALES CENTER PROPERTY, and STRATFORD will be entitled to one vote with respect to the STRATFORD PROPERTY.

4. The BYLAWS shall provide for an annual meeting of the members of the MAINTENANCE ASSOCIATION and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

The MAINTENANCE ASSOCIATION shall have perpetual existence.

ARTICLE VI - INCORPORATOR

The name and street address of the incorporator is: UDC HOMES, INC., 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437.

ARTICLE VII - DIRECTORS

1. The property, business and affairs of the MAINTENANCE ASSOCIATION shall be managed by a BOARD which shall consist of 5 directors, unless any member waives its right to appoint a director as set forth below, unless the members unanimously vote to change the number of directors.

2. All of the duties and powers of the MAINTENANCE ASSOCIATION existing under the AGREEMENT, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD,

its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Unless the members unanimously agree to the contrary, each member shall have the same right to appoint as many directors as the member has votes (i.e. the CLUB will be entitled to appoint two directors, UDC will be entitled to appoint one director with respect to the UDC PROPERTY, UDC will be entitled to appoint one director with respect to the SALES CENTER PROPERTY, and STRATFORD will be entitled to appoint one director with respect to the STRATFORD PROPERTY).

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by a member may only be removed by that member.

5. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

WILLIAM HAMMERSLEY, 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437
CHARLES M. BLACK, 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437
THOMAS LARSON, 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437

ARTICLE VIII - OFFICERS

The officers of the MAINTENANCE ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President WILLIAM HAMMERSLEY
Vice President. CHARLES M. BLACK
Vice President/Secretary/Treasurer. . . THOMAS LARSON

ARTICLE IX - INDEMNIFICATION

1. The MAINTENANCE ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the MAINTENANCE ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the MAINTENANCE ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the MAINTENANCE ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the MAINTENANCE ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the MAINTENANCE ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the MAINTENANCE ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter

therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the MAINTENANCE ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MAINTENANCE ASSOCIATION as authorized herein.

4. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

5. The MAINTENANCE ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the MAINTENANCE ASSOCIATION, or is or was serving at the request of the MAINTENANCE ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the MAINTENANCE ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE X - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the Directors in the manner provided by the BYLAWS.

ARTICLE XI - AMENDMENTS

1. Amendments to these ARTICLES shall be proposed and adopted by a majority of the votes of the members. Notwithstanding anything contained herein to the contrary, so long as UDC owns any portion of the UDC PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, UDC, unless UDC shall join in the execution of the amendment.

2. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the property described in the AGREEMENT is located.

ARTICLE XII - DISSOLUTION

In the event of dissolution or final liquidation of the MAINTENANCE ASSOCIATION, the assets, both real and personal, of the MAINTENANCE ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the MAINTENANCE ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MAINTENANCE ASSOCIATION. No such disposition of MAINTENANCE ASSOCIATION properties shall be effective to divest or diminish any right or title of any member.

ARTICLE XIII - INITIAL REGISTERED OFFICE AND NAME OF REGISTERED AGENT

The initial registered office of the MAINTENANCE ASSOCIATION shall be at 4965 Le Chalet Boulevard, Boynton Beach, Florida, 33437. The initial registered agent of the MAINTENANCE ASSOCIATION at that address is UDC HOMES, INC.

WHEREFORE, the incorporator, and the initial registered agent, have executed these ARTICLES on this 2nd day of August, 1995. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

UDCHOMES, INC., a Delaware corporation

By: Wm Hammersley
Its: Asst. Secretary

STATE OF FLORIDA)

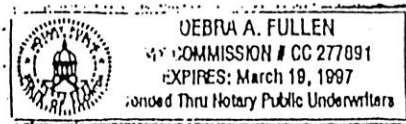
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 2nd day of August, 1995, by Wm Hammersley, as Asst Secretary of UDC HOMES, INC., a Delaware corporation, on behalf of the Corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Debra A. Fullen
NOTARY PUBLIC
State of Florida

My Commission Expires:

EAS/UDC/ROAD/MAINT.ART
7/13/95



BYLAWS

OF

ABERDEEN DRIVE MAINTENANCE ASSOCIATION, INC.1. GENERAL PROVISIONS.

1.1 Identity. These are the BYLAWS of ABERDEEN DRIVE MAINTENANCE ASSOCIATION, INC., hereinafter referred to as the "MAINTENANCE ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The MAINTENANCE ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the AGREEMENT, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the MAINTENANCE ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the MAINTENANCE ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the MAINTENANCE ASSOCIATION shall have inscribed upon it the name of the MAINTENANCE ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the MAINTENANCE ASSOCIATION.

1.5 Inspection of Books and Records. The books and records of the MAINTENANCE ASSOCIATION shall be open to inspection by all Members or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a lot within the STRATFORD PROPERTY or the UDC PROPERTY. Such records of the MAINTENANCE ASSOCIATION shall include current copies of the AGREEMENT, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the MAINTENANCE ASSOCIATION, and the books, records and financial statements of the MAINTENANCE ASSOCIATION. The MAINTENANCE ASSOCIATION shall be required to make available to prospective purchasers of lots within the STRATFORD PROPERTY and the UDC PROPERTY current copies of the AGREEMENT, ARTICLES and BYLAWS, and the most recent annual financial statement of the MAINTENANCE ASSOCIATION. Notwithstanding the foregoing, any inspection of any books or records of the MAINTENANCE ASSOCIATION will only be permitted upon reasonable notice, during normal business hours or under reasonable circumstances, and must be for a proper purpose which is reasonably related to an interest that the person making the inspection has or may have in the MAINTENANCE ASSOCIATION.

1.6 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, and the AGREEMENT.

2. MEMBERSHIP IN GENERAL.

2.1 Qualification. The members of the MAINTENANCE ASSOCIATION shall be as provided in the ARTICLES. Prior to the recording of the AGREEMENT, the incorporator shall be the sole member of the MAINTENANCE ASSOCIATION.

2.2 Member Register. The secretary of the MAINTENANCE ASSOCIATION shall maintain a register in the office of the MAINTENANCE ASSOCIATION showing the names and addresses of the members of the MAINTENANCE ASSOCIATION. It shall be the obligation of each member of the MAINTENANCE ASSOCIATION to advise the secretary of any change of address of the member.

3. MEMBERSHIP VOTING.

3.1 Voting Rights. The voting rights of the members shall be as provided in the ARTICLES.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members for all purposes, except where otherwise provided by law, in the AGREEMENT, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast a majority of the votes of the members shall constitute a quorum.

3.2.1 The vote(s) of any member may be cast at any meeting by any director or officer of the member appearing at a meeting of the members, or by a person who is authorized to exercise the vote(s) of the member by a written instrument signed by the president or vice president of the member. In the event of a dispute as to who has the right to cast the vote of any member, the president, vice president, secretary and treasurer, in that order, shall have the right to cast the vote(s).

4. MEMBERSHIP MEETINGS.

4.1 Place. All meetings of the members shall be held at the principal office of the MAINTENANCE ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.2 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the MAINTENANCE ASSOCIATION, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the MAINTENANCE ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so.

4.3 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.4 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the BOARD and as is contained in the notice of such meeting.

4.5 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the MAINTENANCE ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.6 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled

to vote is present, then any officer of the MAINTENANCE ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.7 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.8 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.8.1 Determination of chairman of the meeting;
- 4.8.2 Calling of the roll and certifying of proxies;
- 4.8.3 Proof of notice of meeting or waiver of notice;
- 4.8.4 Reading and disposal of any unapproved minutes;
- 4.8.5 Reports of directors, officers or committees;
- 4.8.6 Nomination and election of inspectors of election;
- 4.8.7 Determination of number of directors;
- 4.8.8 Election of directors;
- 4.8.9 Unfinished business;
- 4.8.10 New business; and
- 4.8.11 Adjournment.

4.9 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The MAINTENANCE ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.10 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the MAINTENANCE ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

5. DIRECTORS.

5.1 Membership.

5.1.1 The affairs of the MAINTENANCE ASSOCIATION shall be managed by a BOARD of 5 directors. The members shall have the right to appoint directors of the MAINTENANCE ASSOCIATION, as set forth in the ARTICLES.

5.2 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.3 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.4 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.5 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.6 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7 Quorum and Manner of Acting. A majority of the directors shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the AGREEMENT, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.8 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.9 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the MAINTENANCE ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.10 Order of Business. The order of business at a BOARD meeting shall be:

5.10.1 Calling of roll;

5.10.2 Proof of due notice of meeting;

5.10.3 Reading and disposal of any unapproved minutes;

5.10.4 Reports of officers and committees;

5.10.5 Election of officers;

5.10.6 Unfinished business;

5.10.7 New business; and

5.10.8 Adjournment.

5.11 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the MAINTENANCE ASSOCIATION, or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The MAINTENANCE ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.12 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.13 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.14 Removal of Directors. Directors may be removed as follows:

5.14.1 Any director appointed by a member may be removed by written notice from the member. The vacancy on the BOARD caused by any such removal shall be filled by the applicable member.

All directors shall serve at the pleasure of the member that appointed the director, and each member shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by a member shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by any member shall become effective immediately upon delivery of such written instrument by the member.

5.15 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the MAINTENANCE ASSOCIATION may reimburse any Director for expenses incurred on behalf of the MAINTENANCE ASSOCIATION without approval of the members.

5.16 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the MAINTENANCE ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the AGREEMENT, or as otherwise provided by statute or law.

6. OFFICERS.

6.1 Members and Qualifications. The officers of the MAINTENANCE ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the MAINTENANCE ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4 The President. The president shall be the chief executive officer of the MAINTENANCE ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the MAINTENANCE ASSOCIATION.

6.5 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the MAINTENANCE ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the MAINTENANCE ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.7 The Treasurer. The treasurer shall have custody of all property of the MAINTENANCE ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the MAINTENANCE ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the MAINTENANCE ASSOCIATION and compensating such employee, nor shall they preclude the MAINTENANCE ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the MAINTENANCE ASSOCIATION, or for the provision of services to the MAINTENANCE ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1 ASSESSMENT ROLL. The MAINTENANCE ASSOCIATION shall maintain an ASSESSMENT roll for each member, designating the name and current mailing address of the member, the amount of each ASSESSMENT against such member, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the member, and the balance due.

7.2 Depositories. The funds of the MAINTENANCE ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the

BOARD. Fidelity bonds shall be required of all signatories on any account of the MAINTENANCE ASSOCIATION.

7.3 Depositing of Payments. All sums collected by the MAINTENANCE ASSOCIATION from ASSESSMENTS may be deposited in a single fund or divided into more than one fund, as determined by the BOARD.

7.4 Accounting Records and Reports. The MAINTENANCE ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by the members, and their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the MAINTENANCE ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.5 Reserves. The budget of the MAINTENANCE ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements within the property owned by the MAINTENANCE ASSOCIATION.

8. PARLIAMENTARY RULES.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the MAINTENANCE ASSOCIATION meetings when not in conflict with the AGREEMENT, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these BYLAWS may be proposed by any director.

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by not less than a majority of the votes of the entire membership of the MAINTENANCE ASSOCIATION.

9.3.2 Notwithstanding anything contained herein to the contrary, so long as SUNBELT owns any portion of the UDC PROPERTY, no amendment to these BYLAWS may be made which would materially affect any of the rights of SUNBELT without the written joinder of SUNBELT.

9.4 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the property subject to the AGREEMENT is located.

10. MISCELLANEOUS.

10.1 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the AGREEMENT, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the BOARD or any officers of the MAINTENANCE ASSOCIATION to comply with any terms and provisions of the AGREEMENT, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the MAINTENANCE ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the MAINTENANCE ASSOCIATION at the First Meeting of the BOARD on the 18th day of August, 1995.

By: Wm Hambrick

EAS/UDC/ROAD/MAINT.BYL
7/13/95

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Name of Condominium Association: CANTERBURY AT ABERDEEN ASSOCIATION, INC.

As of (Date): August 1, 1996

Q: What are my voting rights in the condominium association?

A: Each Unit has one vote

Q: What restrictions exist in the condominium documents on my right to use my unit?
A: Paragraph 17 of the Declaration of Condominium, and the Rules and Regulations of the Condominium Association contain various use restrictions and should be read carefully. Pets are limited to 1 cat or 1 dog. The enclosure of balconies except as installed by the developer is prohibited, and other exterior changes must be approved by the association.

Q: What restrictions exist in the condominium documents on the leasing of my unit?
A: Pursuant to Paragraph 17.3 of the Declaration no Unit Owner may lease his Unit more than twice in any 12 month period without the consent of the Condominium Association, except a Unit Owner may permit members of his immediate family to occupy his Unit for up to 30 days in any 12 month period without the consent of the Association.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: See the budget in the Condominium Documents. Assessments are payable monthly.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: You are not directly required to be a member in any other Association. However, your Condominium Association is a member of the Aberdeen Property Owners Association, Inc. and has one per unit. Your Condominium Association is also a member of Aberdeen Drive Maintenance Association, Inc., and has one vote in that association. Assessments to these Associations are included in your condominium assessments.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.

A: No

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

JUL-09-1996 10:32am 96-236772
ORB 9343 Pg 1566
I [REDACTED]
Con 1,000,000.00 Doc 7,000.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 27th day of JUNE, 1996, by and between TRANSEASTERN ABERDEEN PROPERTIES, INC., a Florida corporation ("Grantor") whose address is 3300 N. University Drive, Coral Springs, FL 33065, whose federal taxpayer identification number is 59-2745379 and CANTERBURY HOMES AT ABERDEEN, INC., a Florida corporation ("Grantee"), whose address is 19707 Turnberry Way, Apartment 27J, North Miami Beach, FL 33180 and whose federal taxpayer identification number is 5A-09518984.

WITNESSETH

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and his heirs or successors and assignees forever, the following parcel of land, situate, lying and being in the County of Palm Beach ("County"), State of Florida ("State"), and more particularly described as follows (the "Property"):

See Exhibit "A" attached hereto

SUBJECT HOWEVER, TO THE FOLLOWING, WITHOUT RE-IMPOSING SAME:

1. Real property taxes for the year 1996 and subsequent years.
2. Zoning and other regulatory laws and ordinances affecting the property.
3. Easements, rights of way, reservations and covenants and restrictions of record, as listed on Exhibit "B" attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

Exhibit "13"

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby specially warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

TRANSEASTERN ABERDEEN
PROPERTIES, INC., a Florida corporation

By: Arthur J. Falcone
Arthur J. Falcone, President

Witness Debra A. Graff

Witness Debra A. Graff

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Arthur J. Falcone, to me known to be the President of TRANSEASTERN ABERDEEN PROPERTIES, INC., a Florida corporation, to me personally known, and who executed the foregoing instrument and who acknowledged before me that he executed same for the purposes therein stated on behalf of said corporation.

WITNESS my hand and seal in the County and State last aforesaid, this 21 day of June, 1996.



DEBRA A. GRAFF
MY COMMISSION # CC423361 EXPIRES
May 1, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

NOTARY PUBLIC

Printed Notary Name
My Commission Expires:

Form of Identification:

Personally known

Did: Take an Oath
Did Not:

EXHIBIT "A"

Tract "B" of ABERDEEN PLAT NO. 6, according to the Plat thereof recorded at Plat Book 55, Pages 11-22 of the Public Records of Palm Beach County.

EXHIBIT "B"

1. Restrictions, dedications and easements set out on the Plat of Aberdeen Plat No. 2, recorded in Plat Book 55, Page 11.
2. Terms, provisions, covenants, restrictions and easements, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under 42 USC 3607 or (b) relates to handicap but does not discriminate against handicapped persons, contained in the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, recorded in Official Records Book 3970, Page 573 and amended in Official Records Book 3973, Page 1734, Official Records Book 4141, Page 1172, Official Records Book 4147, Page 1608, Official Records Book 4552, Page 1324, Official Records Book 5162, Page 1338, Official Records Book 5162, Page 1354, Official Records Book 5161, Page 1133, Official Records Book 5670, Page 891, Official Records Book 5675, Page 1654, Official Records Book 5964, Page 1099, Official Records Book 5964, Page 1103, Official Records Book 5964, Page 1107, Official Records Book 5984, Page 1857 (as corrected in Official Records Book 6101, Page 1427), Official Records Book 6450, page 1076, Official Records Book 6501, page 1282, Official Records Book 6527, page 771, Official Records Book 6552, page 1797, Official Records Book 6820, page 118, Official Records Book 8114, page 564, Official Records Book 8114, page 611, Official Records Book 8248, page 314, Official Records Book 8259, page 313, Official Records Book 8369, page 377 and Official Records Book 8937, Page 571, as affected by Certification recorded in Official Records Book 5576, Page 902, Clarification Amendment recorded in Official Records Book 7598, Page 732, Notice of Turnover recorded in Official Records Book 7773, Page 856 and Assignment of Rights recorded in Official Records Book 7773, Page 867.
- 3 Assignment of Declarant's Rights recorded in Official Records Book 5812, Page 1133.
- 4 Reservations of the State Board of Education, contained in deed recorded in Deed Book 60, Page 156, as affected by Rights in Reservations to South Florida Water Management District recorded in Official Records Book 3276, Page 207 and Rights in Reservations to Lake Worth Drainage District recorded in Official Records Book 3276, Page 210; and affected by Release by State Board of Education recorded in Official Records Book 5784, Page 1835. (affects all lands in Section 16, Township 45 South, Range 42 East)
- 5 Reservation in favor of The Trustees of the Internal Improvement Fund of the State of Florida, contained in deed recorded in Deed Book 357, Page 516, Deed Book 348, Page 297 and Deed Book 349, Page 171, as affected by Rights in Reservations to Lake Worth Drainage District recorded in Official Records Book 1994, Page 1615. (affects lands in 16-45-42)
6. Reservations in favor of Everglades Drainage District recorded in Deed Book 678, Page

506 and Deed Book 763, Page 88.

7. Removal Agreement with Palm Beach County, recorded in Official Records Book 6505, Page 705.

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: CANTERBURY AT ABERDEEN, A CONDOMINIUM
Address of Condominium: Palm Beach County, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECIEVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
Bylaws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	N/A
Management and Maintenance Contracts For More Than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	N/A
Form of Unit Lease if a leasehold	N/A
Declaration of Servitude	N/A
Sales Brochure	
Phase Development Description [See 718.503(2)(k) and 504(14)]	
Lease of Recreational and other facilities to be used by unit owners with other condo's [See 718.503(2)(h)]	N/A
Description of Management for Single, Management of Multiple Condominiums [See 718.503(2)(k)]	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	
Frequently Asked Questions and Answers Sheet	
Evidence of Developer's Ownership or Contractual Interest	
	MADE AVAILABLE
Plans and Specifications	

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THE AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER ALL ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. THE BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 199____.

BUYER

BUYER