

This instrument prepared by:

Robyn D. Neely, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "**Declaration**") is made this 27th day of July, 2017 by and among Boca Dunes- Boca Raton, L.P., a Delaware Limited Partnership, ("**BDBR**"), K. Hovnanian at Boca Dunes, LLC, a Florida limited liability company ("**KHov**") (collectively hereinafter "**GRANTOR**"), and the Florida Department of Environmental Protection (hereinafter "**FDEP**").

RECITALS

A. GRANTOR is the fee simple owner of approximately 41.479 acres, situated in the County of Palm Beach, State of Florida, located at 122417 SW 61st Way, Boca Raton, Florida, more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof (hereinafter the "**Property**").

B. The Property has been impacted by certain soil and groundwater impacts associated with Boca Dunes Nine Hole Golf Course which formerly operated on the Property from 1970-2016.

C. This Declaration addresses arsenic impacts to the soil and/or groundwater discovered on the Property, and first reported to FDEP by KHov in 2016. Soil and groundwater site assessment activities, and subsequent remediation and/or management by means of soil excavation, soil capping, soil management, and grading activities were performed on the Property on behalf of KHov from 2016-2017, under FDEP COM_344702.

D. The assessment, management and remediation activities performed by Khov are documented in certain materials on file with FDEP including but not limited to the following materials incorporated herein by reference (collectively, the "**Environmental Documents**");

1. Remedial Action Plan Implementation Report prepared by Ayden Environmental dated January 19, 2017;

2. Remedial Action Plan Implementation Report Approval Letter from FDEP dated January 24, 2017;
3. Preliminary Site Assessment Report /RAP Soil Management Plan prepared by Ayden Environmental dated July 25, 2016;
4. Prospective Purchaser Agreement dated August 1, 2016

E. The Environmental Documents noted in Recital D set forth the nature and extent of the soil and groundwater arsenic impacts at the Property prior to and subsequent to the remediation actions completed by Khov. These reports confirm that: (i) soil on the residential lots and the common areas (which do not include the soil restricted areas as defined in paragraph 2.a. below) do not have any soil restrictions and meet the residential soil cleanup target level ("**SCTL**") for arsenic of 2.1 mg/kg in accordance with Chapter 62-780, Florida Administrative Code ("**FAC**"), and no soil restrictions are required; (ii) soil in the 0 to 2 feet below land surface interval of the lake maintenance easements ("**LMEs**") located around the two (2) interior stormwater lakes as depicted on Composite **Exhibit "B"**, attached hereto and incorporated herein, acts as a soil engineering control to meet the residential SCTL for arsenic of 2.1 mg/kg (discussed further in Paragraph number 2 below) ("**Interior Lake L.M.E. Soil Restricted Area**") (iii) arsenic soil impacts will remain beneath the entry road which shall be paved with an impervious material and act as an impervious engineering control to meet the arsenic residential soil cleanup target level of 2.1 mg/kg ("**Entry Road-Soil Restricted Area**"); (iv) arsenic soil impacts will remain on areas restricted to golf course usage for areas along the perimeter of the Property to the south and east of the residential parcel, and along each side of the entry road. The golf course use areas shall meet the alternative soil cleanup target level ("**ASCTL**") approved by FDEP of 14.0 mg/kg, and will remain golf course use only for a land use restriction area ("**Golf Course Usage Only Restricted Area**"); and (v) Arsenic impacts in groundwater exist on the Property, as defined by Chapter 62-780, F.A.C. and will be managed under Risk Management Option III, pursuant to Rule 62-780.680(2), F.A.C. by prohibiting the installation of groundwater extraction wells for the purposes of groundwater use on the Property;

F. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants;

G. FDEP has agreed to issue a Site Rehabilitation Order with Conditions (hereinafter "**SRCO with Conditions Order**") upon recordation of this Declaration, and FDEP can unilaterally revoke the SRCO with Conditions Order, if the conditions of this Declaration or of the SRCO with Conditions with Order are not met. Additionally, if concentrations of arsenic increase above the levels approved in the SRCO with Conditions Order, or if a subsequent discharge occurs on the Property, then FDEP may require further site rehabilitation to reduce concentrations of contamination to the levels allowed under FDEP rules.

H. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions:
 - a.i. There shall be no groundwater extraction wells for the purposes of groundwater use installed on the Property. There shall be no drilling for water conducted on the Property nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).
 - a.ii. For any dewatering activities on the Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.
 - a.iii. Attached as **Exhibit "C"**, and incorporated by reference herein, is a sketch identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property. Such existing stormwater features shall not be altered, modified, or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.
 - a.iv. Nothing herein shall preclude the short-term (no more than 20 days) discharge of dewatering water into any of the stormwater features on the Property that discharge into the two interior lakes shown on Exhibit C in conjunction with any Palm Beach County utility construction or repairs which may require dewatering. In the event of an emergency situation and the initial 20 days of dewatering is expected to extend beyond 20 days, then Palm Beach County shall contact FDEP DWM for an extension of time to this dewatering exemption. Said discharges shall not be considered a discharge that would require cleanup pursuant to Chapter 62-780, Florida Administrative Code, nor shall said discharges require submittal of a dewatering plan to FDEP in accordance with Paragraph 2.b.ii below. For any dewatering activities which are not an emergency and are initially expected to exceed 20 days, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater in accordance with Paragraph 2.b.ii below.

b.i. The area of soil contamination is located on a portion of the Property and is shown on Composite Exhibit B as 1) **Interior Lake L.M.E. Soil Restricted Area** for a soil engineering control ("**Exhibit B-1**") and 2) **Entry Road- Soil Restricted Area** for an impermeable engineering control ("**Exhibit B-2**"). The area called **Interior Lake L.M.E. Soil Restricted Area** shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure. The area called **Entry Road- Soil Restricted Area** shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration. Collectively, these two areas are called "the Engineering Control Area." An Engineering Control Plan (ECP) and an Engineering Control Maintenance Plan (ECMP) have been approved by FDEP. The ECP describes the specifics of the FDEP approved Engineering Control Area on the Restricted Property. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control Area and the criteria for determining when the Engineering Control Area has failed. The Engineering Control Area shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of FDEP. The ECMP, as amended, relating to FDEP COM 344702, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area.

b.ii. Excavation and construction below the Engineering Control Area is not prohibited on the Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Notwithstanding any other provision of this Declaration, for any excavation performed by Palm Beach County within any easement area depicted on the Plat of Boca Dunes PUD which is within the Engineering Control Area, upon written notice from Palm Beach County to Grantor at the following address: 3601 Quantum Blvd., Boynton Beach, FL 33426, Grantor, or its successor, shall be responsible for any post excavation activities required under this Declaration, including, but not limited to, replacing two feet of clean and uncontaminated fill over any excavated area. The Plat of Boca Dunes is recorded at Palm Beach County Plat Book 123 pages 121-129 and incorporated herein by reference as **Exhibit "D"**. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit, or restrict any excavation or construction at or below the surface outside the boundary of the Engineering Control Area.

c.i. A portion of the Property will be a land use restricted area for golf course use only and is shown on Exhibit B-3 as **Golf Course Usage Only Restricted Area**. The following uses of the Land Use Restriction Area are prohibited: agricultural

use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2012 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts; Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households. Notwithstanding the above, the golf course usage shall be an acceptable use.

c.ii. In the future, if any soils on the **Golf Course Usage Only Restricted Area** are excavated, then such excavated soils shall either (i) remain on the Golf Course Usage Only Restricted Area of the Property, or (ii) shall be handled, characterized, and properly disposed of offsite. Notwithstanding any other provision of this Declaration, for any excavation required by Palm Beach County within any easement area depicted on Exhibit D which is within the Golf Course Usage Only Restricted Area, Palm Beach County shall place any excavated soil back on the Golf Course Usage Only Restricted Area of the Property. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in the contaminated area.

3. In the remaining paragraphs, all references to "GRANTOR," and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to Grantor. Access to the Property is granted over and through public road rights of way from SW 61st Way.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR, and FDEP and to any and all parties hereafter having any right, title or interest in the Property or any part hereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP, to exercise its right in the event of the failure of the

GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. GRANTOR shall give notice to FDEP thirty (30) calendar days prior to any bulk conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall record this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance concerning the Property, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee), and is recorded in the public records of the county in which the Property is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to FDEP Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR, and FDEP and be recorded by GRANTOR as an amendment hereto. The written consent of Palm Beach County shall be required prior to any subsequent amendments which modify the provisions of Paragraph 2.a.i, 2.a.iv, or the provisions regarding excavations by Palm Beach County in Paragraph 2.b.ii and 2.c.ii.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or written notice of proposed restrictions as set forth in the Declaration has been provided to holders of such interests.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Page 7]

IN WITNESS WHEREOF, BOCA DUNES-BOCA RATON, L.P., a Delaware limited partnership, has executed this instrument, this 24 day of July, 2017.

BOCA DUNES – BOCA RATON, L.P.,
a Delaware limited partnership

By: **RCO GP, LLC,**
a Delaware limited liability company
Its General Partner

By: Residential Credit Opportunities IV LLC,
a Delaware limited liability company
Its Sole Member

By: Hearthstone Professionals – PI, L.P.,
a Delaware limited partnership
Its Manager

By: [Signature]
Name: STEVEN E. ROPATH
Its: AUTHORIZED REP

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, the Manager of Residential Credit Opportunities IV LLC, the Sole Member of RCO GP, LLC, the General Partner of Boca Dunes – Boca Raton, L.P., on behalf of such partnership. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Notary Public, State of Florida

Print/Type Notary Name _____

Commission Number: _____

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JULY 24, 2017 before me, Cheryl A. Studley NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Porath
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

IN WITNESS WHEREOF, K. HOVNANIAN AT BOCA DUNES, LLC, a Florida limited liability company, has executed this instrument, this 20th day of July, 2017.

K. HOVNANIAN AT BOCA DUNES, LLC,
a Florida limited liability company

By: [Signature]
Name: Brad J. Stanis
Title: VP of Land Acquisition & Development

STATE OF ~~FLORIDA~~ Ohio @ 7/20/17
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Brad J. Stanis, as VP of Land Acquisition & Development of K. Hovnanian at Boca Dunes, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me _____ or has produced valid Florida Drivers License as identification.

[NOTARY SEAL]

[Signature]
Notary Public, State of ~~Florida~~ Ohio @ 7/20/17

Michael L. Behnke
Print/Type Notary Name
Commission Number: _____
Commission Expires: Aug 21, 2020

MICHAEL L. BEHNKE
Notary Public, State of Ohio, Cuy. Cty.
My commission expires Aug. 21, 2020

IN WITNESS WHEREOF, Florida Department of Environmental Protection, hereby
executed this Declaration, this 27 day of July, 2017.

Approved as to form by
Florida Department of
Environmental Protection,
Office of General Counsel

By: Sharon Wyskiel 07/26/2017
Assistant General Counsel

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Jennifer K. Smith
Jennifer K. Smith
Director
Southeast District
West Palm Beach, FL

Signed, sealed and delivered in the presence of:

Witness: Paul Alan Wierzbicki
Print Name: Paul Alan Wierzbicki

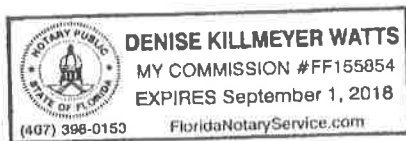
Date: 7/27/2017

Witness: Shirley Richards
Print Name: Shirley Richards

Date: 7/27/2017

STATE OF Florida
COUNTY OF WEST PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of July, 2017.
Personally Known OR Produced Identification.
Type of Identification Produced State of Florida photo ID



Denise K. Watts
Signature of Notary Public
DENISE K. WATTS
Print Name of Notary Public

Commission No. FF155854
Commission Expires: 9/1/2018

EXHIBIT "A"
Property
Legal Description

A PORTION OF TRACTS 90 THROUGH 92, AND 101 THROUGH 103, BLOCK 81, AND TRACTS 6 THROUGH 10, 13 THROUGH 16, 29, 30 AND 32, BLOCK 82, " PALM BEACH FARMS CO. PLAT NO. 3" , ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE" , ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°28' 35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT I OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29°28' 24" EAST, A DISTANCE OF 442.05 FEET; THENCE NORTH 22°32' 02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34' 40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59' 38" EAST, A DISTANCE OF 327.70 FEET; THENCE NORTH 29°51' 16" EAST, A DISTANCE OF 384.04 FEET; THENCE NORTH 28°48' 39" EAST, A DISTANCE OF 9.82 FEET; THENCE NORTH 36°47' 54" EAST, A DISTANCE OF 229.11 FEET; THENCE SOUTH 51°22' 27" EAST, A DISTANCE OF 115.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 45°29' 57" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1045.00 FEET AND A CENTRAL ANGLE OF 09°04' 30" , A DISTANCE OF 165.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°34' 33" EAST, A DISTANCE OF 63.22 FEET; THENCE NORTH 35°31' 46" WEST, A DISTANCE OF 94.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 56°59' 08" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHEASTERLY LINE OF PARCEL B, " SANDALFOOT COVE, SECTION TWO" , ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29 AT PAGES 15 AND 16 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 70°38'14", A DISTANCE OF 308.21 FEET; THENCE NORTH 64°10' 54" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 134.09 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 88°42' 39" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 108.63 FEET AND A CENTRAL ANGLE OF 75°36' 43", A DISTANCE OF 143.36 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 45°25' 13", A DISTANCE OF 126.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH

57°40' 43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 66°37' 09", A DISTANCE OF 220.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°42' 08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 26°42' 23", A DISTANCE OF 79.24 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°24' 31" EAST, A DISTANCE OF 203.02 FEET; THENCE SOUTH 13°30' 49" EAST, A DISTANCE OF 133.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 39°15' 07" , A DISTANCE OF 75.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 100°32' 56", A DISTANCE OF 166.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°47' 00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 40°29' 03", A DISTANCE OF 204.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°17' 57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 64°08' 12", A DISTANCE OF 145.52 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°26' 09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 66°26' 17", A DISTANCE OF 127.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 39°09' 58", A DISTANCE OF 88.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET AND A CENTRAL ANGLE OF 20°27' 09", A DISTANCE OF 110.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 18°11' 06", A DISTANCE OF 22.22 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25' 54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 49°56' 19", A DISTANCE OF 191.75 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30' 25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 50°06' 49", A DISTANCE OF 96.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36' 23" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A

CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF $20^{\circ}52'18''$, A DISTANCE OF 25.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF $68^{\circ}49'24''$, A DISTANCE OF 72.07 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF $25^{\circ}31'57''$, A DISTANCE OF 93.58 FEET TO THE POINT OF TANGENCY; THENCE NORTH $59^{\circ}54'34''$ WEST, A DISTANCE OF 85.72 FEET; THENCE NORTH $30^{\circ}05'26''$ EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH $59^{\circ}54'34''$ WEST, A DISTANCE OF 579.17 FEET; THENCE SOUTH $60^{\circ}57'37''$ WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH $39^{\circ}54'10''$ WEST, A DISTANCE OF 162.69 FEET; THENCE SOUTH $18^{\circ}03'22''$ WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH $33^{\circ}31'25''$ WEST, A DISTANCE OF 222.52 FEET; THENCE NORTH $56^{\circ}28'35''$ WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT I OF BARWOOD", A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING.

Composite EXHIBIT "B"

Interior Lake L.M.E. Soil Restricted Area- Exhibit B-1

Entry Road- Soil Restricted Area - Exhibit B-2

Golf Course Usage Only Restricted Area- Exhibit B-3

EXHIBIT "B - 1"

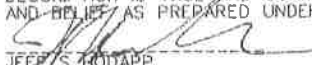
947 Clint Moore Road Boca Raton, Florida 33487	PERIMETER SURVEYING & MAPPING Certificate of Authorization No. L87284	Tel: (561) 241-9988 Fax: (561) 241-6182						
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) INTERIOR LAKE L.M.E. SOIL RESTRICTED AREAS LEGAL DESCRIPTION - NORTH								
A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 102 BLOCK 81, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33° 31' 25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 2055.81 FEET; THENCE SOUTH 56° 28' 35" EAST, A DISTANCE OF 329.55 FEET TO THE POINT OF BEGINNING OF THE LEFT (OUTSIDE) LINE OF SAID 20.00 FOOT STRIP OF LAND; THENCE NORTH 53° 34' 33" EAST, A DISTANCE OF 139.86 FEET; THENCE NORTH 71° 23' 01" EAST, A DISTANCE OF 101.44 FEET; THENCE SOUTH 79° 39' 01" EAST, A DISTANCE OF 84.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 91° 59' 51", A DISTANCE OF 94.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12° 20' 50" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 42° 53' 43" WEST, A DISTANCE OF 164.23 FEET; THENCE SOUTH 48° 28' 45" WEST, A DISTANCE OF 68.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 88° 43' 42", A DISTANCE OF 91.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42° 47' 33" WEST, A DISTANCE OF 133.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 96° 22' 06", A DISTANCE OF 99.23 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 19,370 SQUARE FEET, MORE OR LESS. THE RIGHT LINE OF SAID STRIP OF LAND BEING THE INTERIOR LINE OF SAID CONTINUOUS STRIP.								
CERTIFICATION I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.  JEFF S. RODAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111								
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">Project Name: BOCA DUNES</td><td style="width: 50%;">DATE: 03/23/2017</td></tr><tr><td>JOB NO. 14128</td><td>DWG BY: JSH</td></tr><tr><td></td><td>CHK'D BY: JEK</td></tr></table>		Project Name: BOCA DUNES	DATE: 03/23/2017	JOB NO. 14128	DWG BY: JSH		CHK'D BY: JEK	SHEET 1 OF 5
Project Name: BOCA DUNES	DATE: 03/23/2017							
JOB NO. 14128	DWG BY: JSH							
	CHK'D BY: JEK							

EXHIBIT "B-1"

INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

 PERIMETER SURVEYING & MAPPING Certificate of Authorization No. LB7284		Tel: (561) 241-9988 Fax: (561) 241-6182									
947 Clint Moore Road Boca Raton, Florida 33487											
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)											
LEGAL DESCRIPTION - SOUTH A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACTS 8 AND 9 BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF RIGHT-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33°31'25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1408.25 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 287.03 FEET TO THE POINT OF BEGINNING OF THE LEFT (OUTSIDE) LINE OF SAID 20.00 FOOT STRIP OF LAND; THENCE NORTH 29°51'16" EAST, A DISTANCE OF 172.78 FEET; THENCE NORTH 32°08'39" EAST, A DISTANCE OF 113.90 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 105°03'48", A DISTANCE OF 100.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°47'33" EAST, A DISTANCE OF 90.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 75°57'31", A DISTANCE OF 72.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°09'58" WEST, A DISTANCE OF 188.09 FEET; THENCE SOUTH 02°56'48" WEST, A DISTANCE OF 28.04 FEET; THENCE SOUTH 12°11'39" WEST, A DISTANCE OF 185.00 FEET; THENCE SOUTH 20°03'25" WEST, A DISTANCE OF 27.99 FEET; THENCE SOUTH 25°08'47" WEST, A DISTANCE OF 28.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 94°56'39", A DISTANCE OF 91.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 19.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 77°01'08", A DISTANCE OF 73.93 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT A; THENCE NORTH 24°55'27" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 124.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 54°09'49", A DISTANCE OF 51.99 FEET TO THE POINT OF TANGENCY; THENCE NORTH 29°14'22" EAST, A DISTANCE OF 18.25 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT B, SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 48°00'48" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 71°50'29", A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 26,589 SQUARE FEET, MORE OR LESS. THE RIGHT LINE OF SAID STRIP OF LAND BEING THE INTERIOR LINE OF SAID CONTINUOUS STRIP. THE RIGHT LINE OF SAID STRIP OF LAND TO INCLUDE TANGENT CURVES WITH RADIUS POINTS COINCIDENT WITH REFERENCE POINTS A AND B.											
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 33%;">Project Name: BOCA DUNES</td><td style="width: 33%;"></td><td style="width: 33%;">DATE: 03/23/2017</td></tr><tr><td>JOB NO.: 14128</td><td>DWG BY: JSH</td><td></td></tr><tr><td></td><td>CHK'D BY: JEK</td><td>SHEET 2 OF 5</td></tr></table>			Project Name: BOCA DUNES		DATE: 03/23/2017	JOB NO.: 14128	DWG BY: JSH			CHK'D BY: JEK	SHEET 2 OF 5
Project Name: BOCA DUNES		DATE: 03/23/2017									
JOB NO.: 14128	DWG BY: JSH										
	CHK'D BY: JEK	SHEET 2 OF 5									

EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

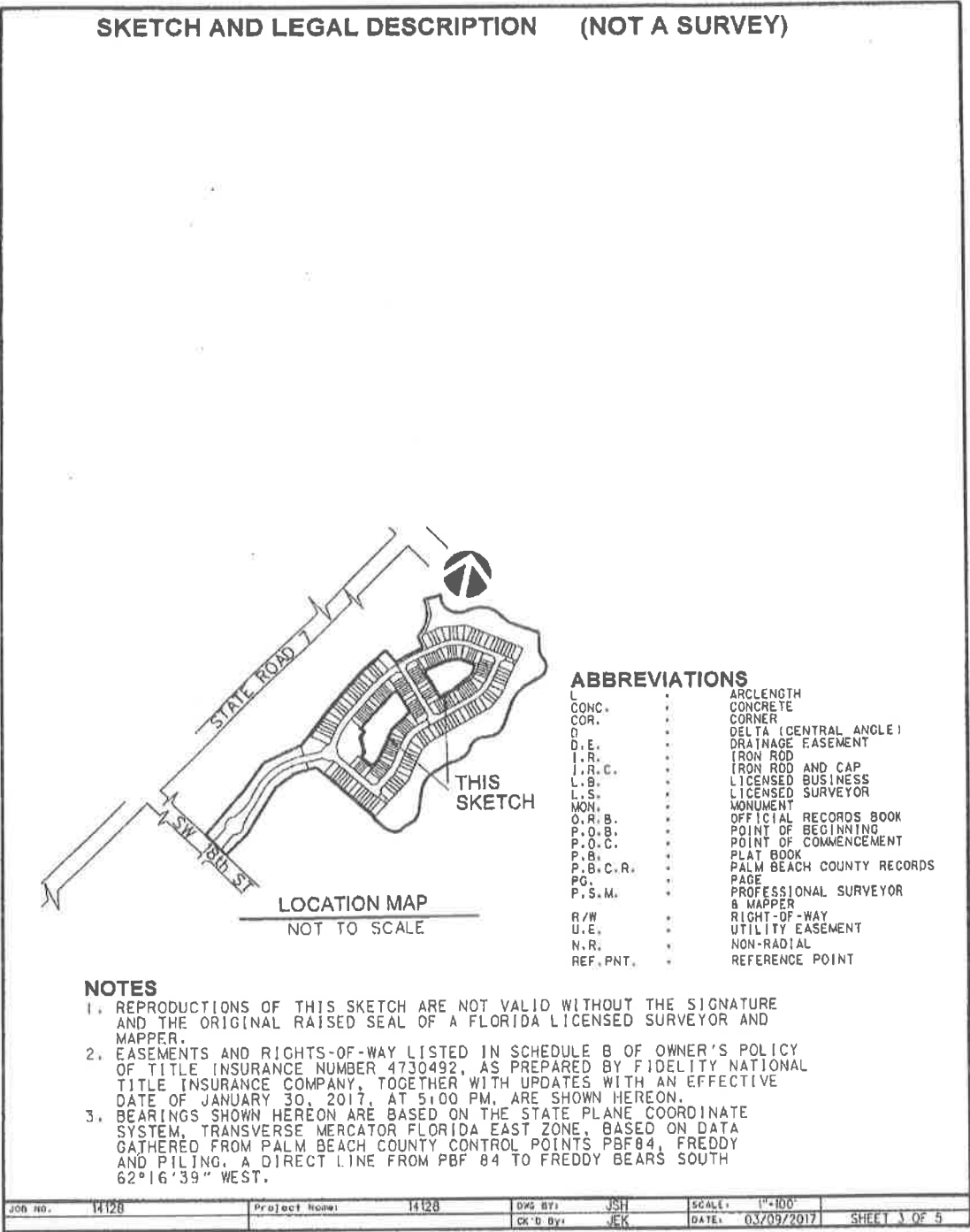
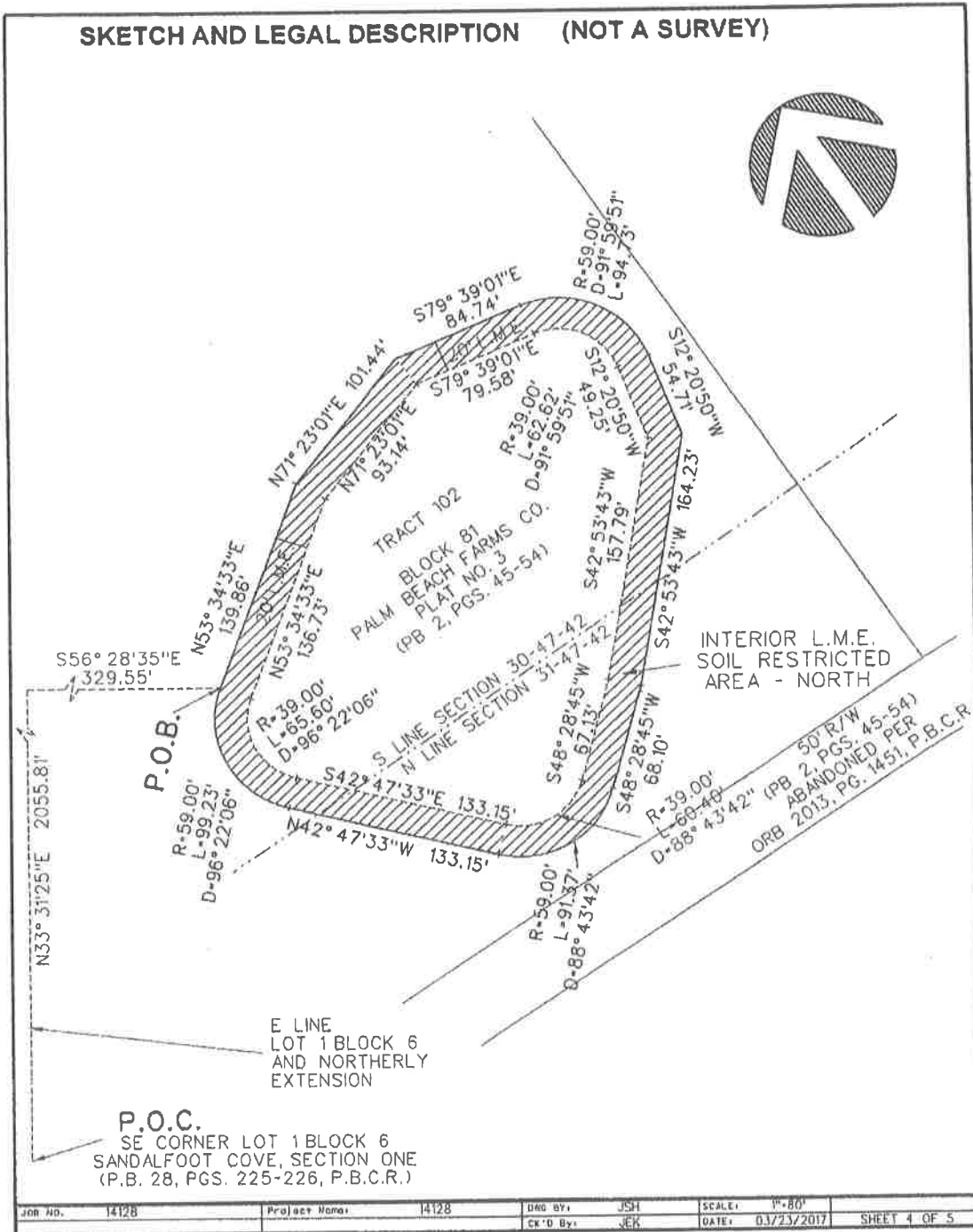


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA



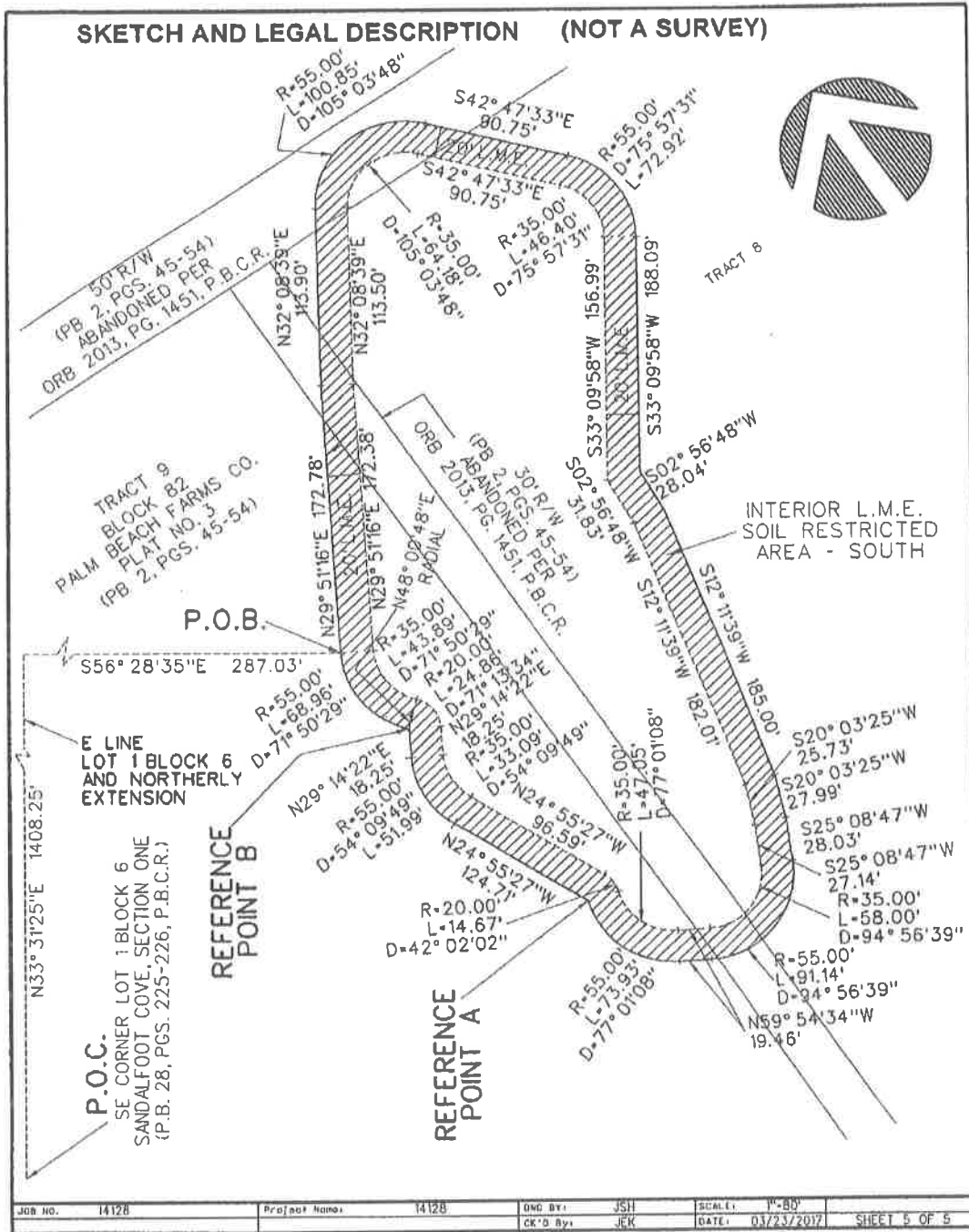


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

EXHIBIT "B - 2"

		Tel: (561) 241-9088 Fax: (561) 241-6182
947 Clint Moore Road Boca Raton, Florida 33487 SURVEYING & MAPPING Certificate of Authorization No. LB7264		
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)		
ENTRY ROAD - SOIL RESTRICTED AREA		
LEGAL DESCRIPTION		
A PORTION OF TRACTS 9, 13, 14, 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°28'35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 1 OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 121.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76°14'26" EAST, A DISTANCE OF 36.74 FEET; THENCE NORTH 28°57'26" EAST, A DISTANCE OF 109.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45°21'21", A DISTANCE OF 19.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93°32'44", A DISTANCE OF 110.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 12.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28°57'26" EAST, A DISTANCE OF 10.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 14°15'43", A DISTANCE OF 16.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 27°31'01", A DISTANCE OF 132.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15°42'09" EAST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 49°02'05", A DISTANCE OF 406.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 64°44'14" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53°58'05", A DISTANCE OF 23.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, SOUTHEASTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 287°56'10", A DISTANCE OF 301.53 FEET TO THE POINT OF REVERSE		
CERTIFICATION		
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.		
 JEFF S. HODAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111		
Project Name: BOCA DUNES		DATE: 03/23/2017
JOB NO.: 14128	DWG BY: JSH	
	CHECKED BY: JEK	SHEET 1 OF 4

EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53°58'05", A DISTANCE OF 23.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 64°44'14" WEST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 49°02'05", A DISTANCE OF 363.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°42'09" WEST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 324.99 FEET AND A CENTRAL ANGLE OF 09°53'24", A DISTANCE OF 56.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 16°39'36", A DISTANCE OF 79.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 20°01'30", A DISTANCE OF 22.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°57'26" WEST, A DISTANCE OF 12.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 12.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93°32'44", A DISTANCE OF 110.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45°21'21", A DISTANCE OF 19.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°57'26" WEST, A DISTANCE OF 120.18 FEET; THENCE SOUTH 13°45'34" EAST, A DISTANCE OF 33.92 FEET; THENCE NORTH 56°28'35" WEST, ALONG THE NORTH LINE OF SAID S.W. 18TH STREET, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 1.818 ACRES, MORE OR LESS.



ABBREVIATIONS

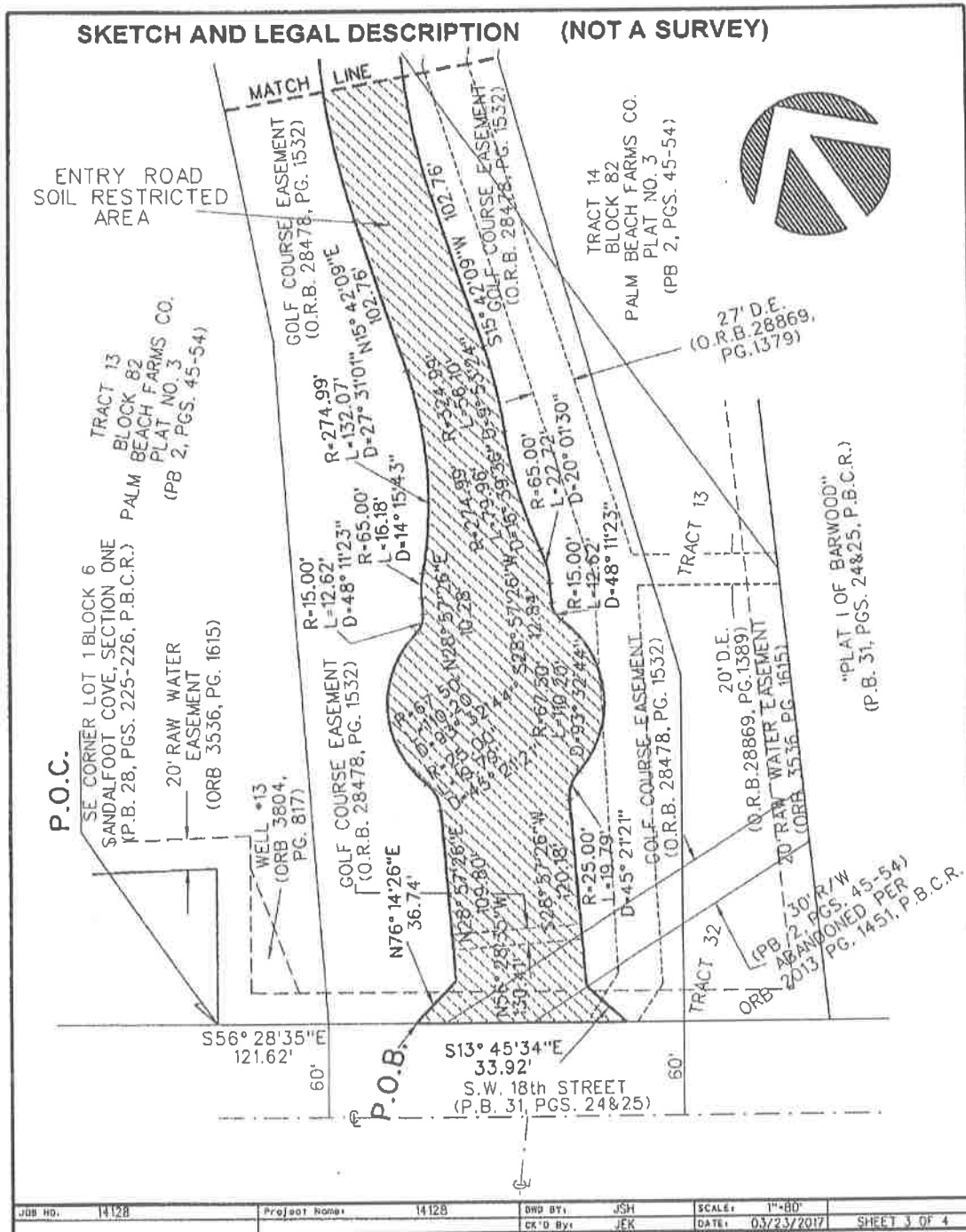
L	•	ARC LENGTH
CONC.	•	CONCRETE
COR.	•	CORNER
D	•	DELTA (CENTRAL ANGLE)
D.E.	•	DRAINAGE EASEMENT
I.R.	•	IRON ROD
I.R.C.	•	IRON ROD AND CAP
L.B.	•	LICENSED BUSINESS
L.S.	•	LICENSED SURVEYOR
MON.	•	MONUMENT
O.R.B.	•	OFFICIAL RECORDS BOOK
P.O.B.	•	POINT OF BEGINNING
P.O.C.	•	POINT OF COMMENCEMENT
P.B.	•	PLAT BOOK
P.B.C.R.	•	PALM BEACH COUNTY RECORDS
P.C.	•	PAGE
P.S.M.	•	PROFESSIONAL SURVEYOR
B	•	MAPPER
R/W	•	RIGHT-OF-WAY
U.E.	•	UTILITY EASEMENT
N.R.	•	NON-RADIAL
REF.PNT.	•	REFERENCE POINT

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY LISTED IN SCHEDULE B OF OWNER'S POLICY OF TITLE INSURANCE NUMBER 4730492, AS PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, TOGETHER WITH UPDATES WITH AN EFFECTIVE DATE OF JANUARY 30, 2017, AT 5:00 PM, ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR FLORIDA EAST ZONE, BASED ON DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS PBF84, FREDDY AND PILING, A DIRECT LINE FROM PBF 84 TO FREDDY BEARS SOUTH 62°16'39" WEST.

JOB NO.	14128	Project Name	14128	DWG BY:	JSH	SCALE:	1"=100'
		CK'D BY:	JEK	DATE:	03/23/2017		SHEET 2 OF 4

EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA



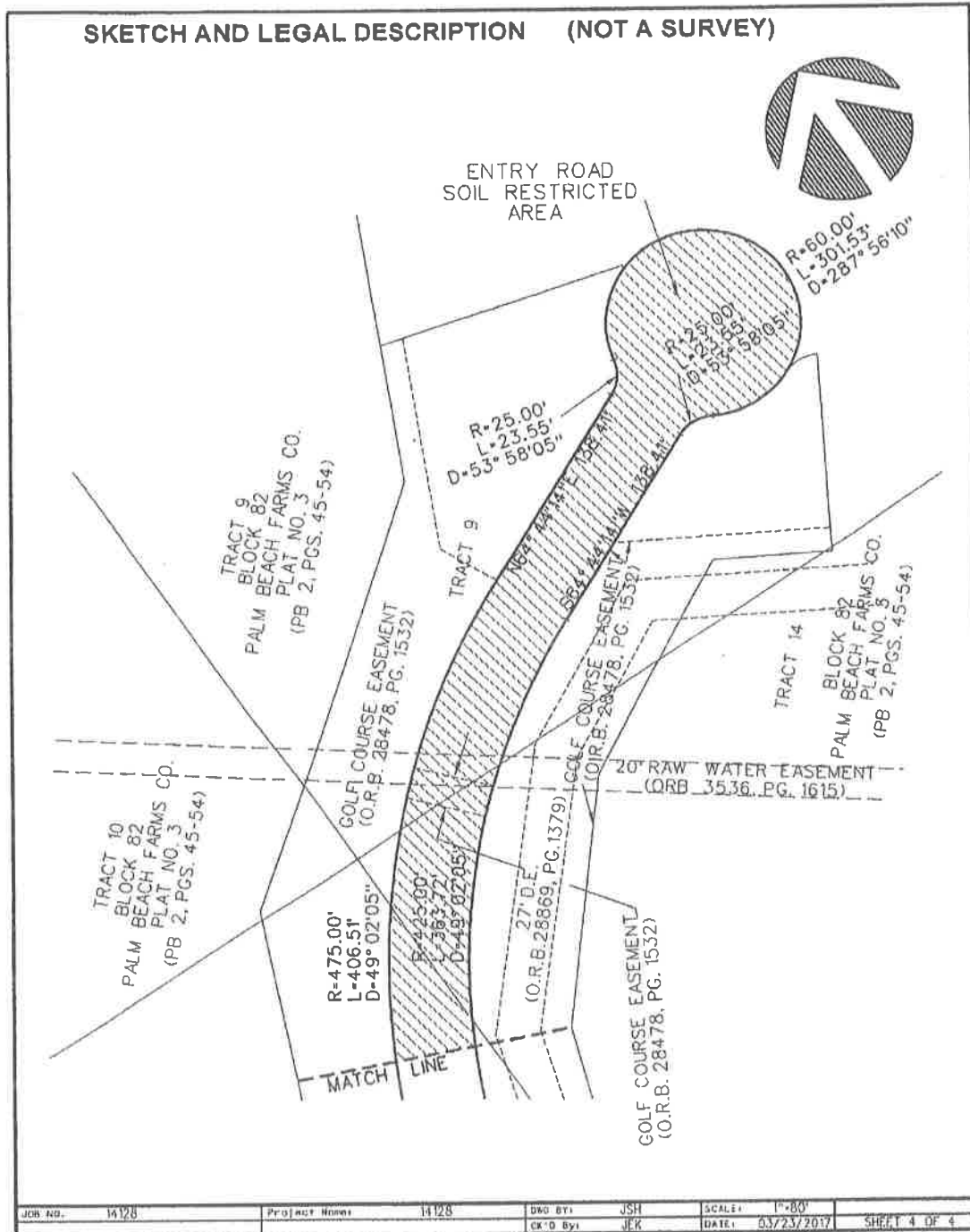


EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

EXHIBIT "B - 3"

947 Clint Moore Road Boca Raton, Florida 33487	PERIMETER SURVEYING & MAPPING Certificate of Authorization No. LB7264	Tel: (561) 241-9988 Fax: (561) 241-5182									
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) GOLF COURSE USAGE ONLY RESTRICTED AREA											
LEGAL DESCRIPTION A PORTION OF TRACTS 9, 10, 13, 14, 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°28'35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 1 OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING 1; THENCE NORTH 29°28'24" EAST, A DISTANCE OF 442.05 FEET; THENCE NORTH 22°32'02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34'40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59'38" EAST, A DISTANCE OF 88.69 FEET; THENCE SOUTH 75°02'34" EAST, A DISTANCE OF 159.55 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 44°34'59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 18°31'30", A DISTANCE OF 8.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 53°10'22", A DISTANCE OF 55.68 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53°58'05", A DISTANCE OF 23.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 64°44'14" WEST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 49°02'05", A DISTANCE OF 406.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°42'09" WEST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 27°31'01", A DISTANCE OF 132.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 14°15'43", A DISTANCE OF 16.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°57'26" WEST, A DISTANCE OF 10.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG											
CERTIFICATION I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.  JEFF A. MODAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111											
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 30%;">Project Name: BOCA DUNES</td><td style="width: 30%;"></td><td style="width: 40%;">DATE: 03/27/2017</td></tr><tr><td>JOB NO. 14128</td><td>DWG BY: JSH</td><td></td></tr><tr><td></td><td>CHK'D BY: JEK</td><td>SHEET 1 OF 10</td></tr></table>			Project Name: BOCA DUNES		DATE: 03/27/2017	JOB NO. 14128	DWG BY: JSH			CHK'D BY: JEK	SHEET 1 OF 10
Project Name: BOCA DUNES		DATE: 03/27/2017									
JOB NO. 14128	DWG BY: JSH										
	CHK'D BY: JEK	SHEET 1 OF 10									

EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48° 11' 23", A DISTANCE OF 12.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93° 32' 44", A DISTANCE OF 110.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45° 21' 21", A DISTANCE OF 19.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28° 57' 26" WEST, A DISTANCE OF 109.80 FEET; THENCE SOUTH 76° 14' 26" WEST, A DISTANCE OF 36.74 FEET; THENCE NORTH 56° 28' 35" WEST, ALONG THE NORTH LINE OF SAID S.W. 18TH STREET, A DISTANCE OF 54.15 FEET TO THE POINT OF BEGINNING 1.

TOGETHER WITH:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56° 28' 35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 106 BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 252.03 FEET TO THE POINT OF BEGINNING 2; THENCE NORTH 13° 45' 34" WEST, A DISTANCE OF 33.92 FEET; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 120.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45° 21' 21", A DISTANCE OF 19.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93° 32' 44", A DISTANCE OF 110.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48° 11' 23", A DISTANCE OF 12.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 12.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 20° 01' 30", A DISTANCE OF 22.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 16° 39' 36", A DISTANCE OF 79.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 324.99 FEET AND A CENTRAL ANGLE OF 09° 53' 24", A DISTANCE OF 56.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15° 42' 09" EAST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 49° 02' 05", A DISTANCE OF 363.72 FEET TO THE POINT OF TANGENCY; THENCE NORTH 64° 44' 14" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53° 58' 05", A DISTANCE OF 23.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 52° 35' 00", A DISTANCE OF 55.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52° 35' 35", A DISTANCE OF 22.95 FEET; THENCE SOUTH 30° 05' 26" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 126.99 FEET; THENCE NORTH 59° 54' 34" WEST, A DISTANCE OF 72.72 FEET; THENCE SOUTH 60° 57' 37" WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 39° 54' 10" WEST, A DISTANCE OF 162.69 FEET;

JOB NO.	14128	Project Name:	14128	DWG BY:	JSH	SCALE:	1"=100'
				CHK'D BY:	JEK	DATE:	03/27/2017
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EXHIBIT "B - 3"

GOLF COURSE USAGE ONLY RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

THENCE SOUTH 18° 03' 22" WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH 33° 31' 25" WEST, A DISTANCE OF 222.52 FEET; THENCE NORTH 56° 28' 35" WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT 1 OF BARWOOD", A DISTANCE OF 34.90 FEET TO THE POINT OF BEGINNING 2.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 3.570 ACRES, MORE OR LESS.

ALSO TOGETHER WITH

A 10.00 FOOT WIDE STRIP OF LAND LYING IN TRACTS 90 THROUGH 92, 103, BLOCK 81, AND TRACTS 6, 7, 15 AND 16, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, (IN SECTIONS 30 AND 31, TOWNSHIP 47 SOUTH, RANGE 42 EAST), THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33° 31' 25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 2415.21 FEET; THENCE NORTH 56° 28' 35" WEST, A DISTANCE OF 49.40 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 64° 10' 54" EAST, A DISTANCE OF 100.20 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 84° 50' 44" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 113.63 FEET AND A CENTRAL ANGLE OF 71° 44' 49", A DISTANCE OF 142.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 45° 25' 13", A DISTANCE OF 130.80 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57° 40' 43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 66° 37' 09", A DISTANCE OF 215.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55° 42' 08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 26° 42' 23", A DISTANCE OF 81.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82° 24' 31" EAST, A DISTANCE OF 199.59 FEET; THENCE SOUTH 13° 30' 49" EAST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 39° 15' 07", A DISTANCE OF 78.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 100° 32' 56", A DISTANCE OF 157.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47° 47' 00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 40° 29' 03", A DISTANCE OF 208.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07° 17' 57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 64° 08' 12", A DISTANCE OF 139.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71° 26' 09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 66° 26' 17", A DISTANCE OF

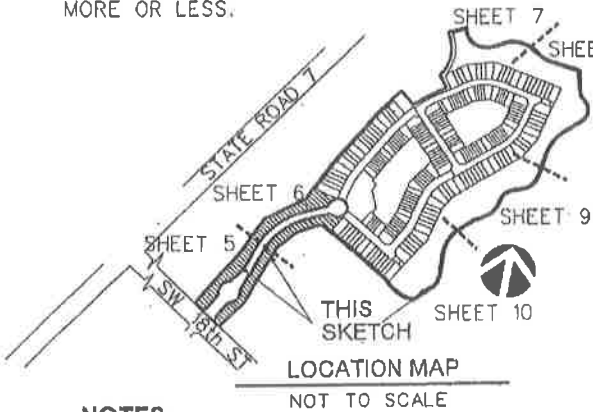
JOB NO.	14128	Project Name:	14128	DWG BY:	JSH	SCALE:	1"=100'
				CHK'D BY:	JEK	DATE:	03/27/2017
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EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

133.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 39°09'58", A DISTANCE OF 85.45 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET AND A CENTRAL ANGLE OF 20°27'09", A DISTANCE OF 108.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 18°11'06", A DISTANCE OF 23.80 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25'54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 49°56'19", A DISTANCE OF 196.11 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30'25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 50°06'49", A DISTANCE OF 91.84 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36'23" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 20°52'18", A DISTANCE OF 27.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 68°49'24", A DISTANCE OF 66.07 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 25°31'57", A DISTANCE OF 91.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 85.72 FEET TO THE POINT OF TERMINATION.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 0.725 ACRES, MORE OR LESS.



ABBREVIATIONS

ARCLNGTH	•	ARCLNGTH
CONC.	•	CONCRETE
COR.	•	CORNER
D	•	DELTA (CENTRAL ANGLE)
D.E.	•	DRAINAGE EASEMENT
I.R.	•	IRON ROD
I.R.C.	•	IRON ROD AND CAP
L.B.	•	LICENSED BUSINESS
L.S.	•	LICENSED SURVEYOR
MON.	•	MONUMENT
O.R.B.	•	OFFICIAL RECORDS BOOK
P.O.B.	•	POINT OF BEGINNING
P.O.C.	•	POINT OF COMMENCEMENT
P.B.	•	PLAT BOOK
P.B.C.R.	•	PALM BEACH COUNTY RECORDS
PG.	•	PAGE
P.S.M.	•	PROFESSIONAL SURVEYOR
R/W	•	RIGHT-OF-WAY
U.E.	•	UTILITY EASEMENT
N.R.	•	NON-RADIAL
REF.PNT.	•	REFERENCE POINT

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY LISTED IN SCHEDULE B OF OWNER'S POLICY OF TITLE INSURANCE NUMBER 4730492, AS PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, TOGETHER WITH UPDATES WITH AN EFFECTIVE DATE OF JANUARY 30, 2017, AT 5:00 PM, ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR FLORIDA EAST ZONE, BASED ON DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS PBF84, FREDDY AND PILING. A DIRECT LINE FROM PBF 84 TO FREDDY BEARS SOUTH 62°16'39" WEST.

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				CHK'D BY:	JEK	DATE:	03/27/2017
							SHEET 4 OF 10

EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

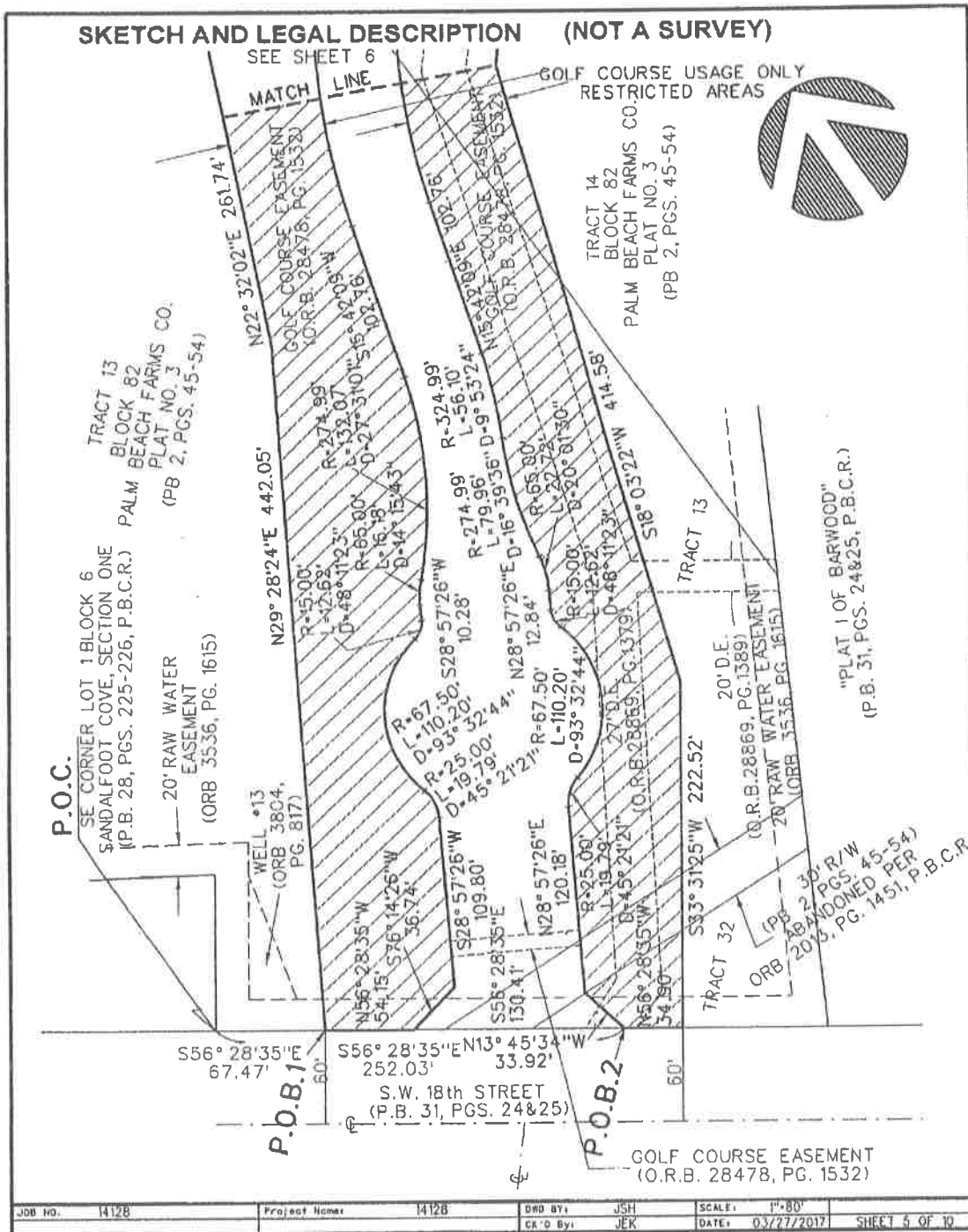


EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

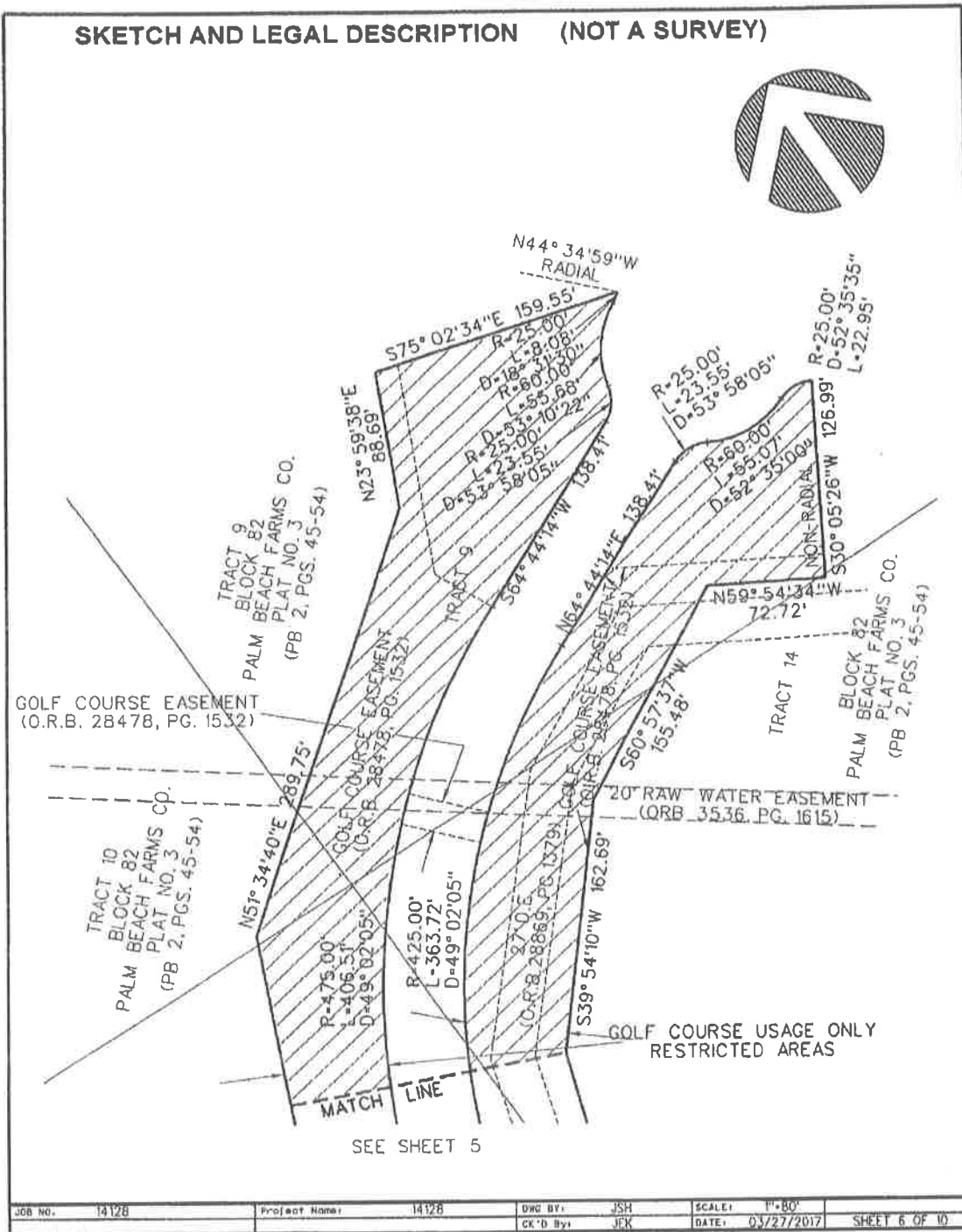
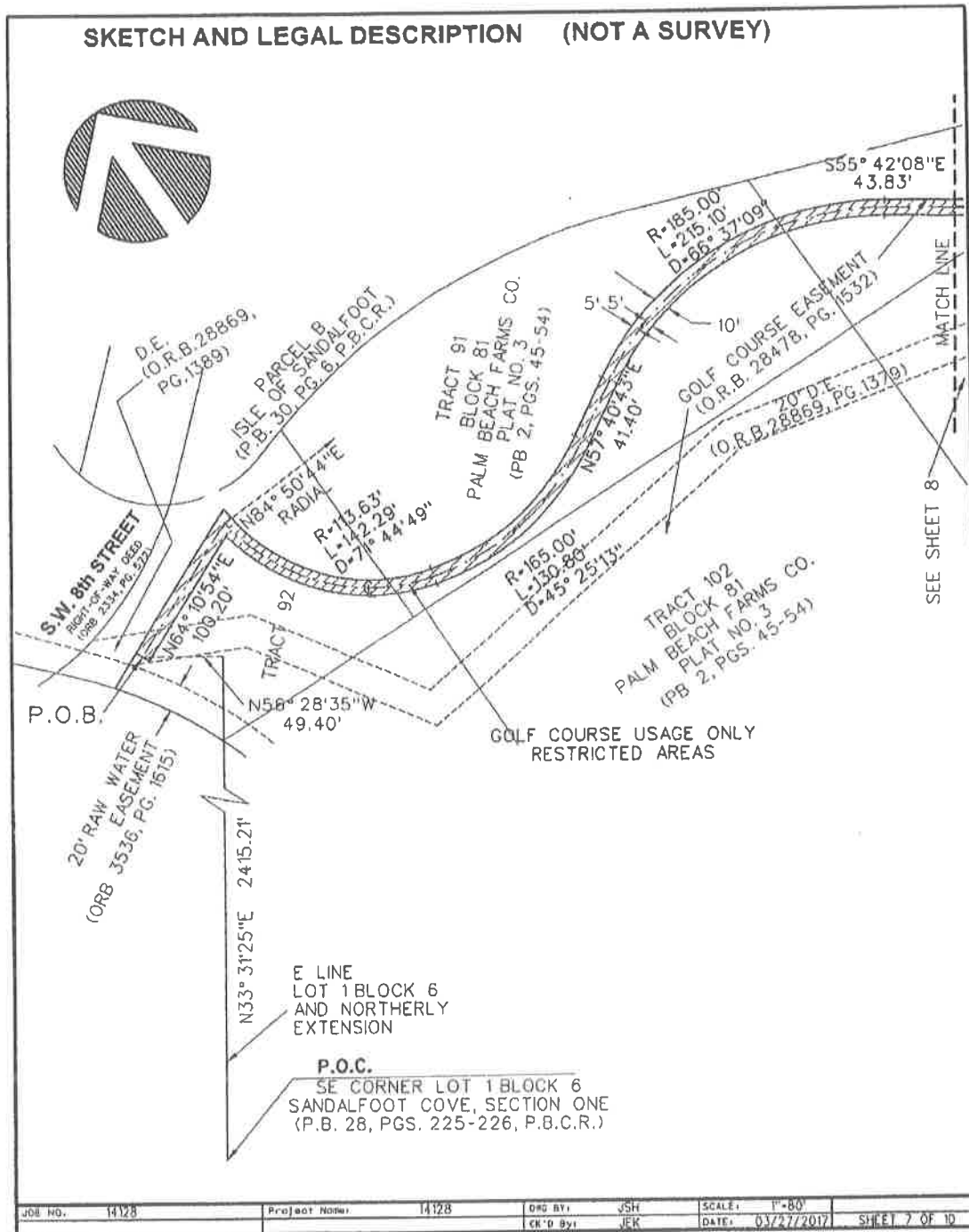


EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA



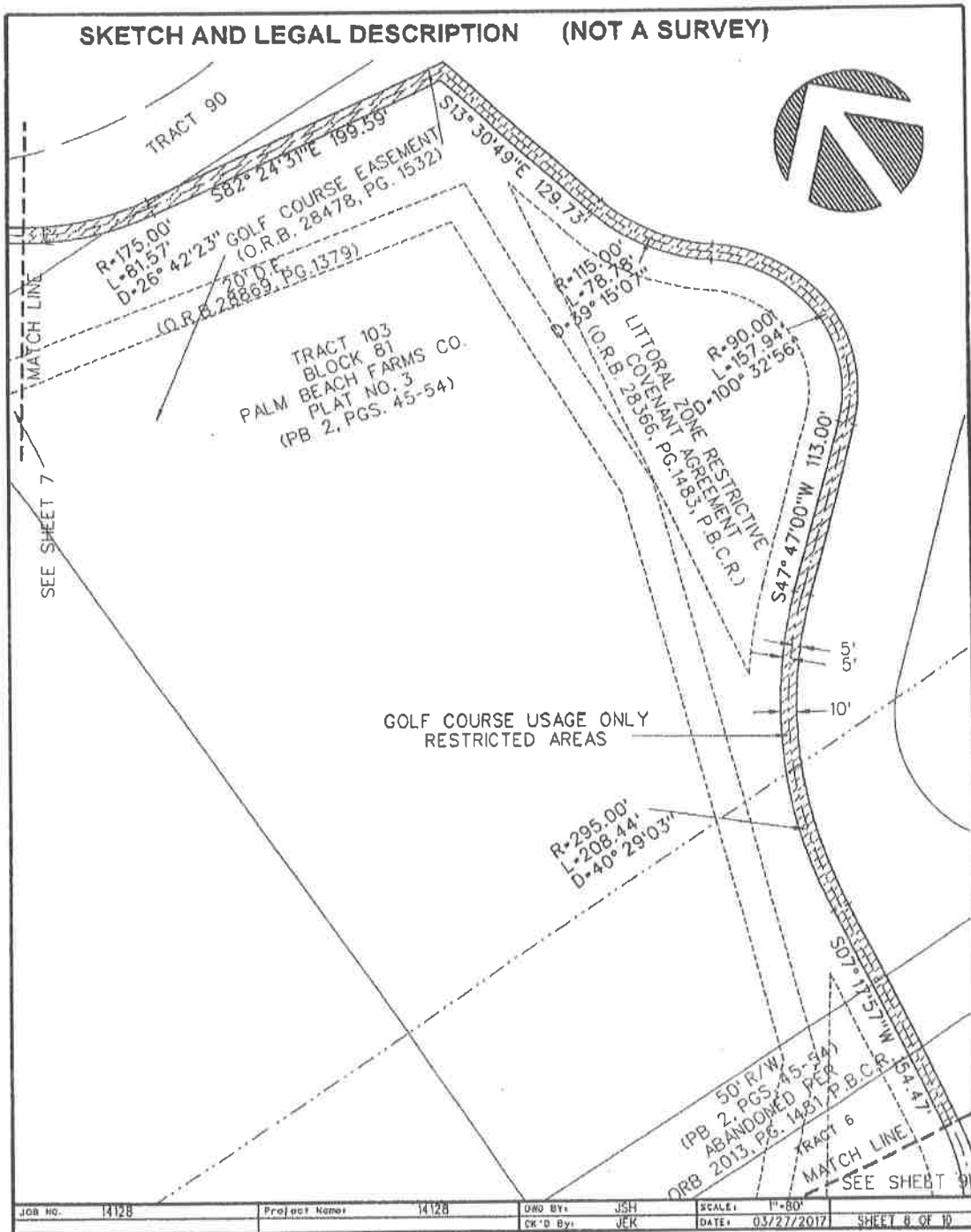


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GOLF COURSE USAGE ONLY RESTRICTED AREA

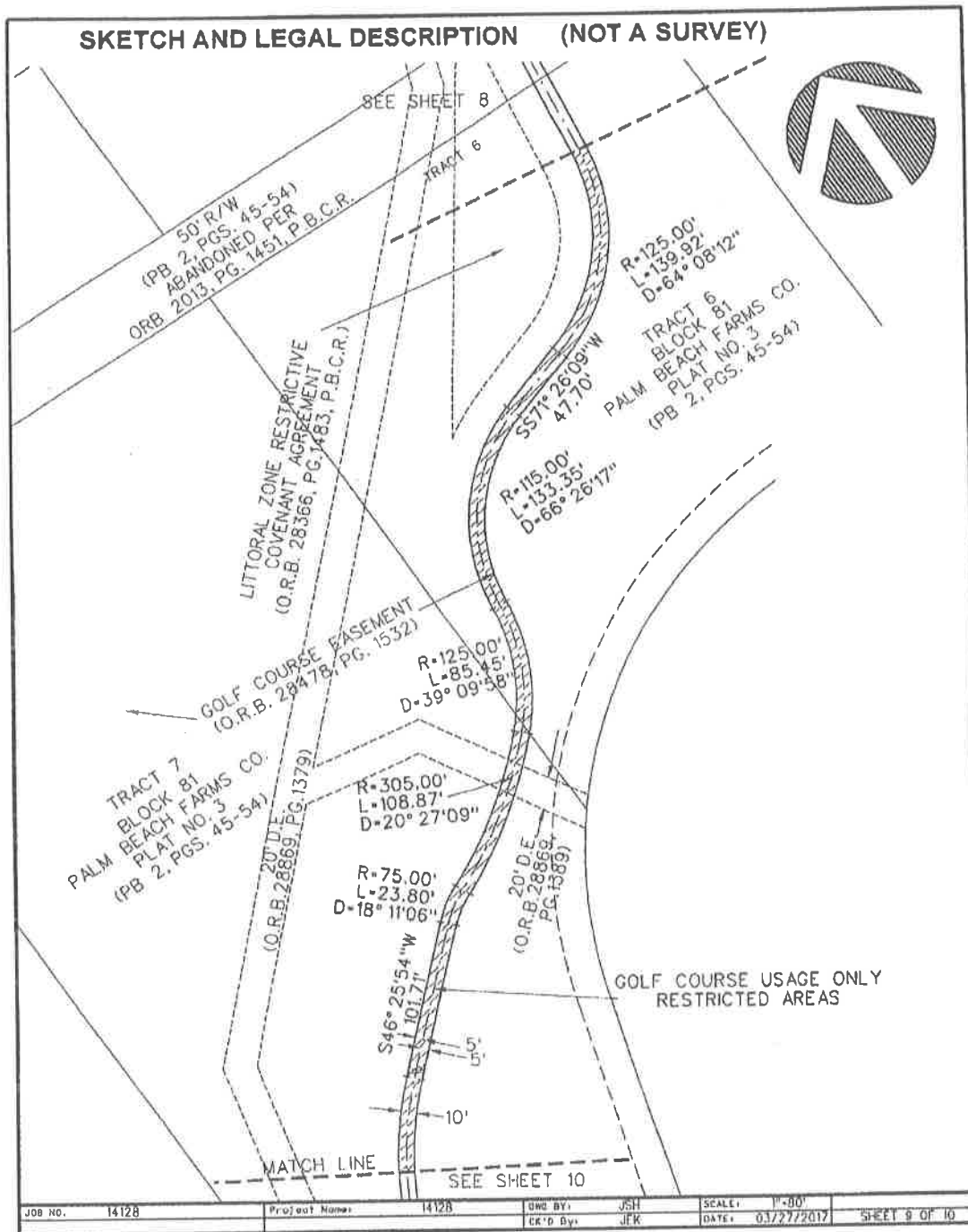


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GOLF COURSE USAGE ONLY RESTRICTED AREA

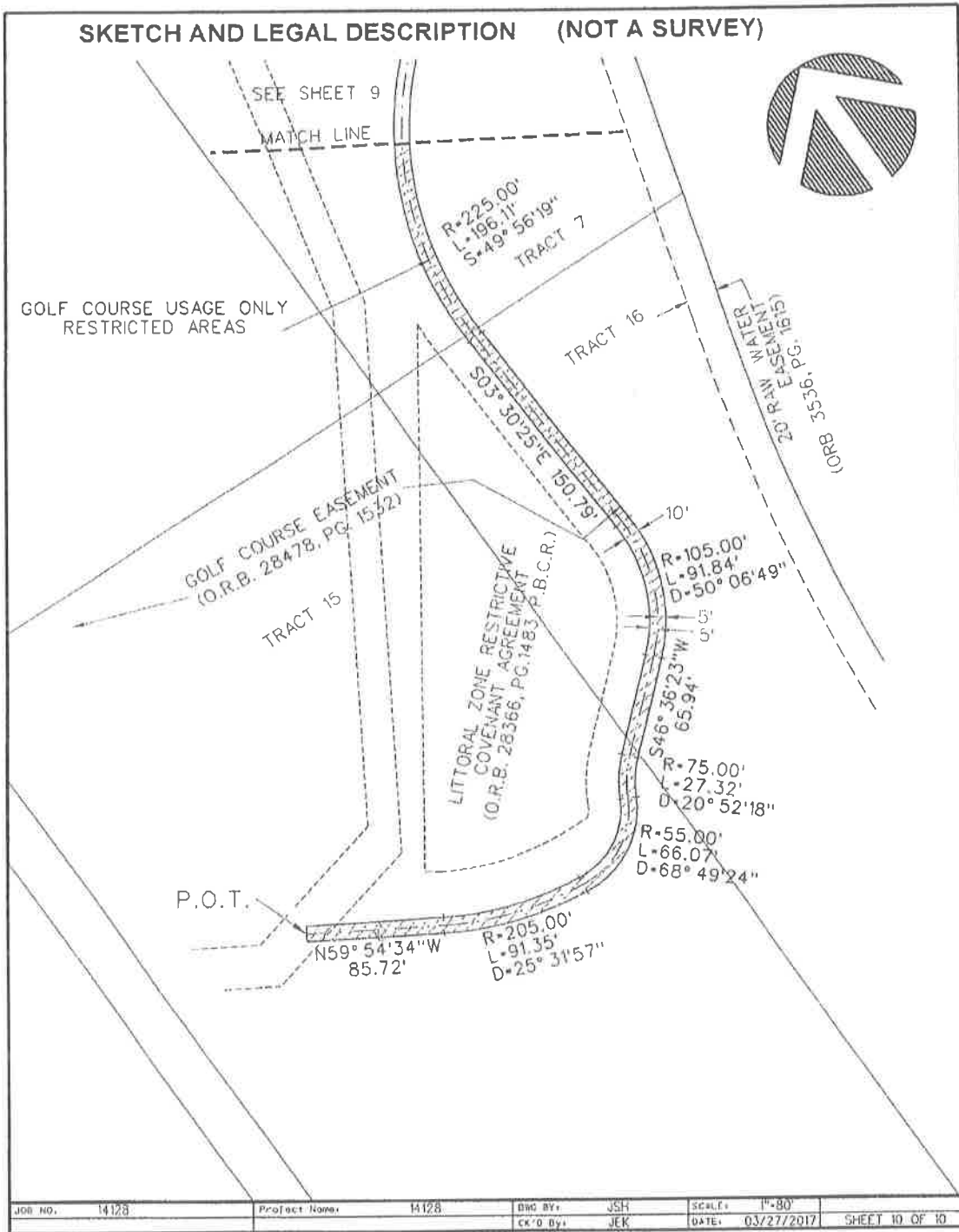


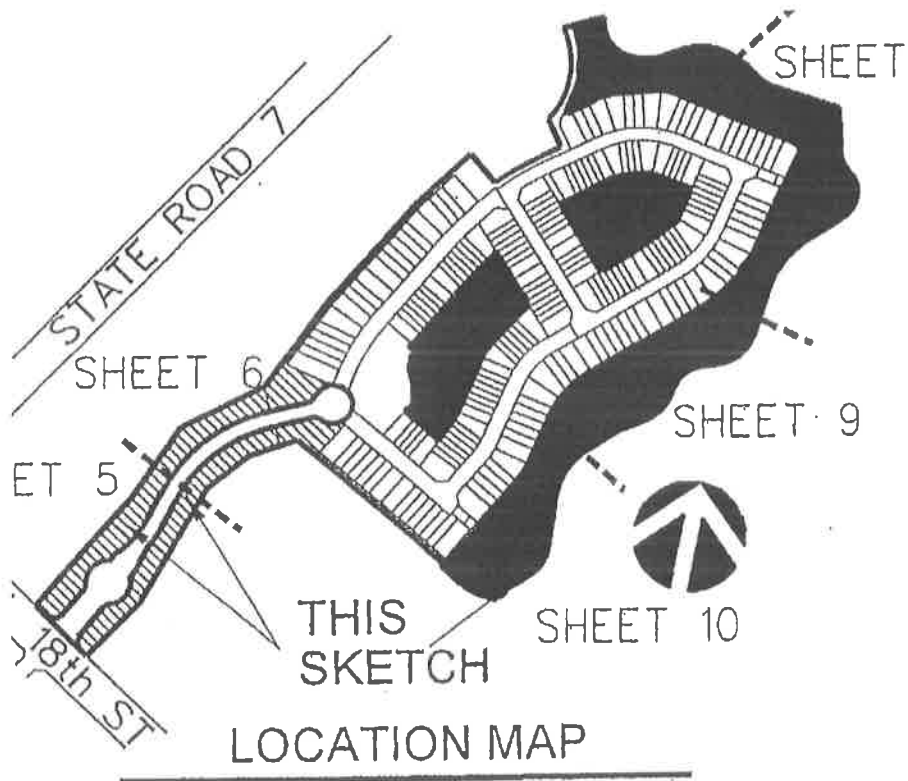
EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

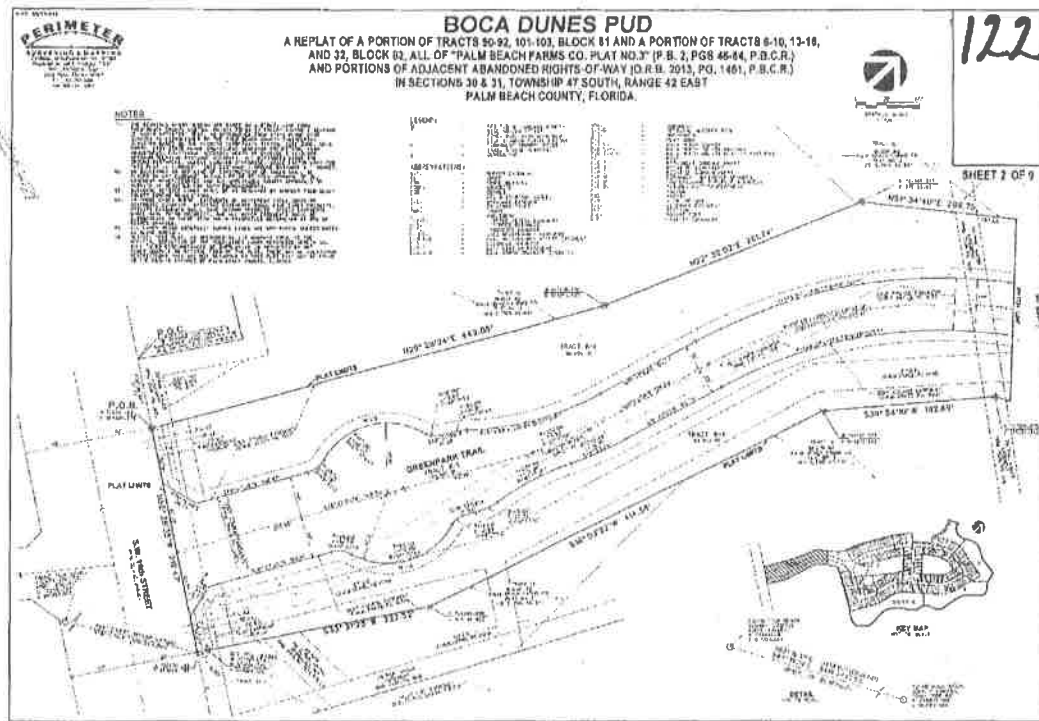
EXHIBIT "C"
EXISTING STORMWATER FEATURES

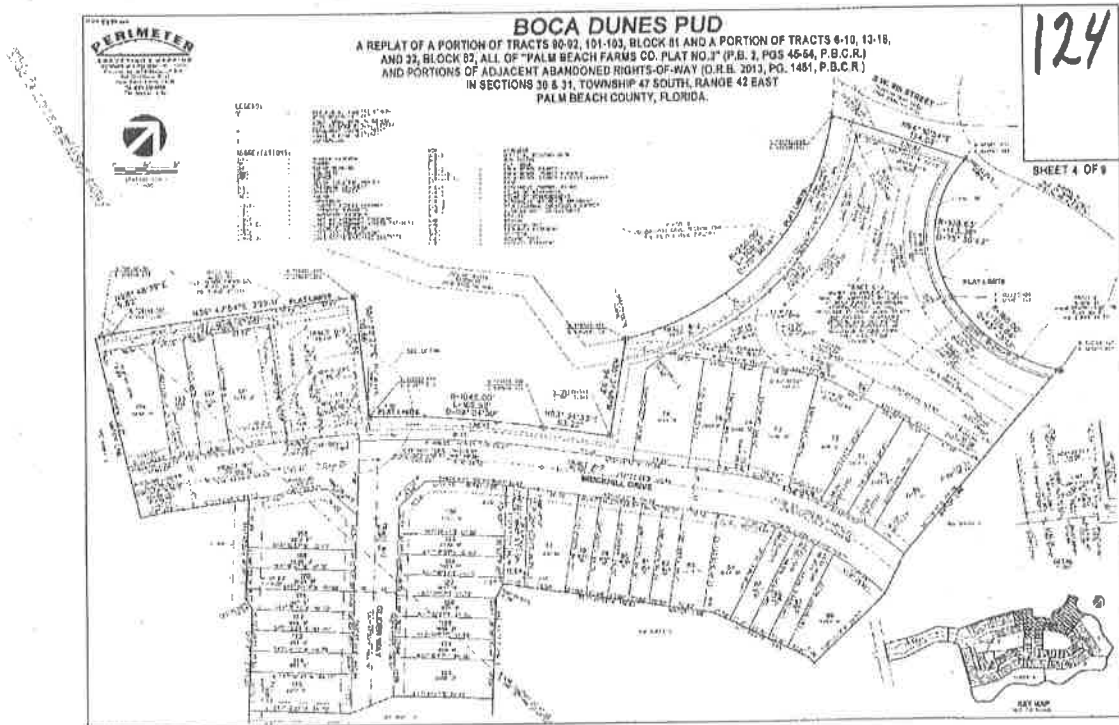
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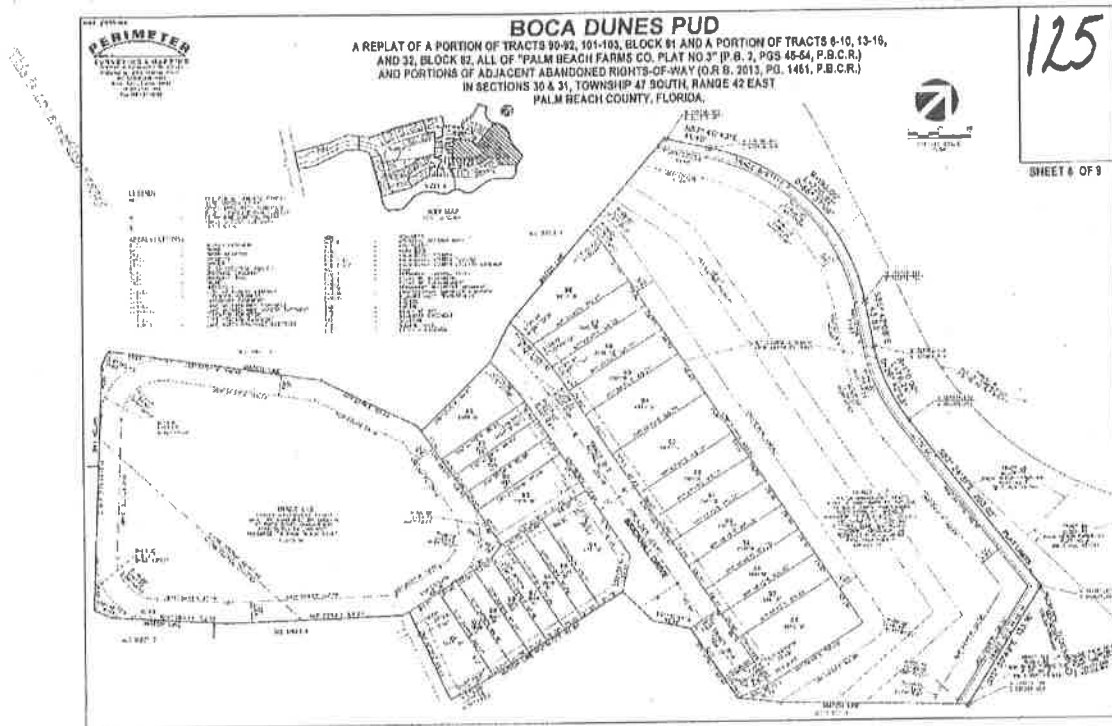


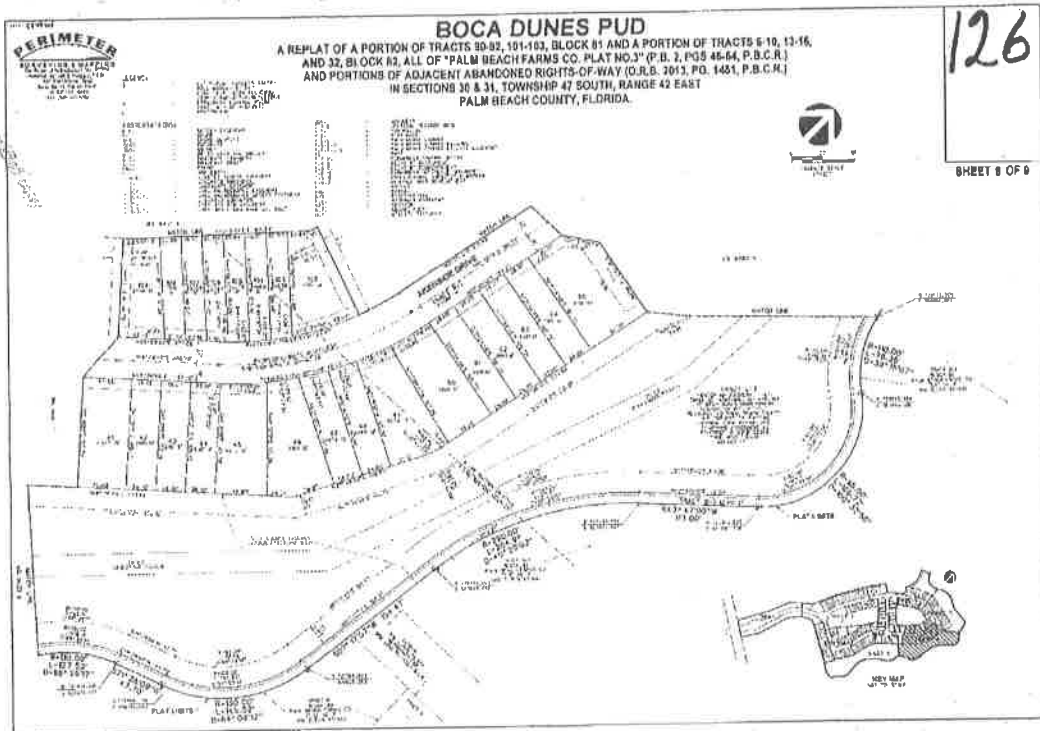
BLACK SHADED AREAS CONTAIN EXISTING STORMWATER
FEATURES AS DESCRIBED IN PARAGRAPH 2 OF THE FOREGOING
DOCUMENT

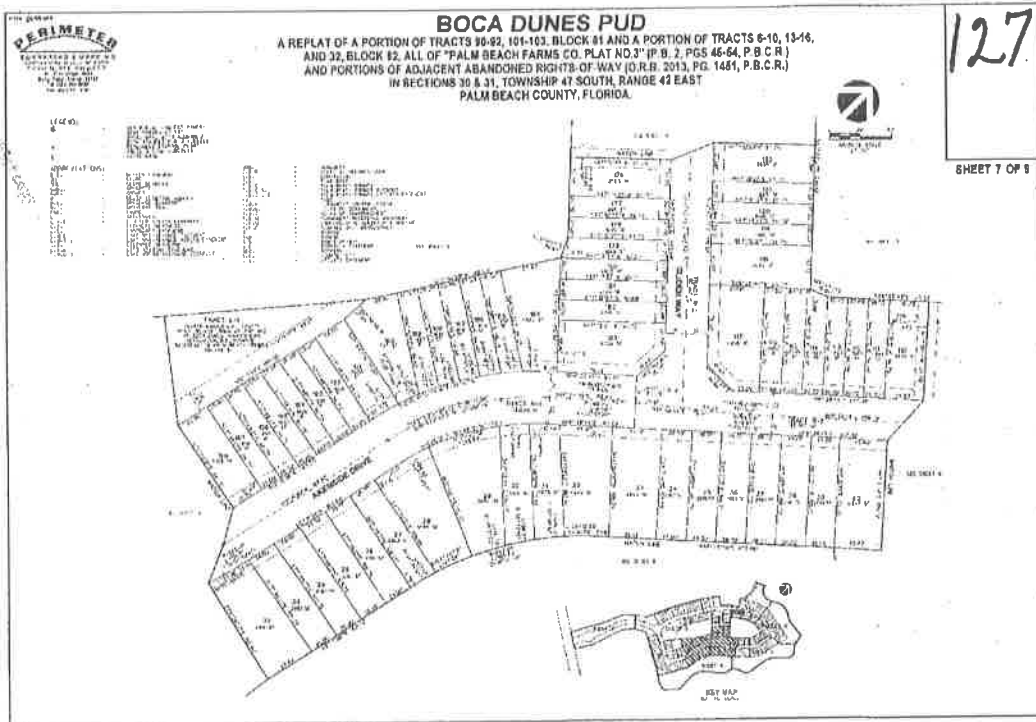




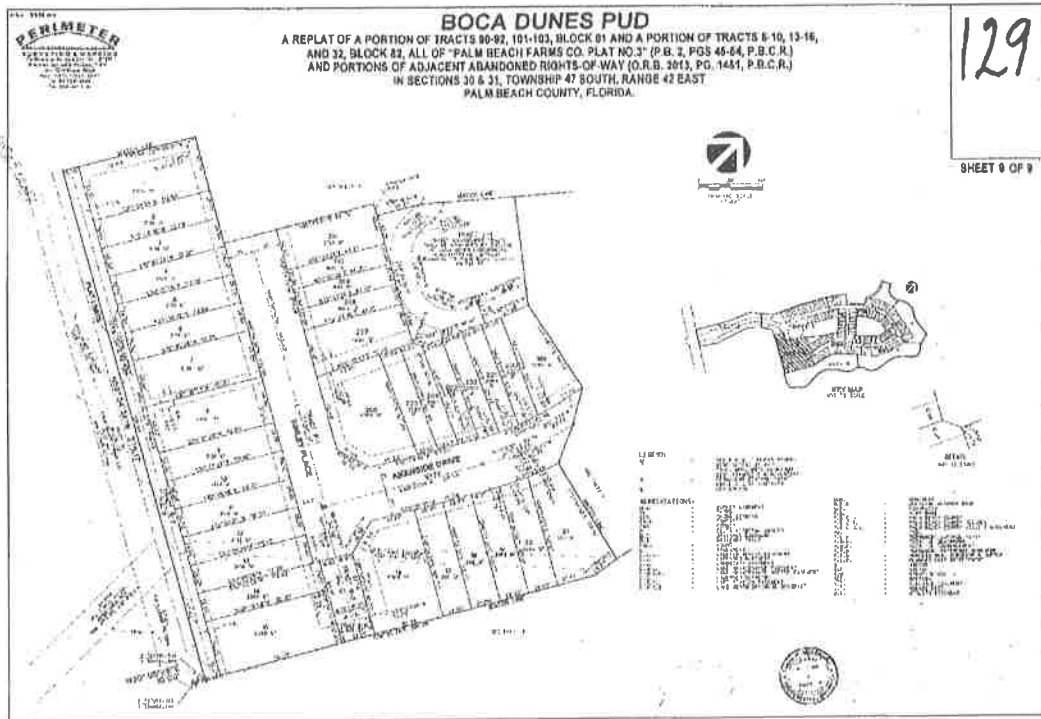














CFN 20170330758

OR BK 29350 PG 1688
RECORDED 09/19/2017 15:18:17
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1688 - 1689; (2pgs)



**PALM BEACH COUNTY
PLANNING, ZONING & BUILDING
BUILDING DIVISION**

PALM BEACH COUNTY REMOVAL AGREEMENT

Please note: Forms may be filled out, but you must print them and deliver them to the Permit Center. On-line submittal is not yet available.

Date: 9-1-2017
PR#: 2017-023559-0000

WHEREAS, K. Hounanian at Boca Dunes, LLC (hereinafter referred to as "Owner(s)") are desirous of constructing or installing a landscape lighting in a portion of the easement on Owner(s) property, the legal description of this property being Lot N/A Block N/A Subdivision Boca Dunes Pao or Meets & Bounds, as shown in the attached sketch.

WHEREAS, the Owner(s) do covenant that he/she is the fee simple owner of the property; and

WHEREAS, the above is to be erected for the use and enjoyment or proper functioning of the property and special aesthetics.

NOW, THEREFORE, in consideration of Palm Beach County ("County") issuing a building permit for construction of an improvement within an easement to Owner(s), the Owner(s) hereby agree to remove, at no expense to the County, the easement holders or the beneficiaries of the Easement, the above-described improvement from the property within thirty (30) days notice by the easement holder(s) that said improvement is inconsistent with the use of the Easement. It is agreed by the Owner(s) that the improvement shall be as

depicted on the building permit application number _____, filed with Palm Beach County Planning, Zoning and Building Department, and that no other construction shall be in effect in said Easement. It is agreed by the Owner(s), that this Declaration shall be recorded at the Owner(s) expense in the Official Records of Palm Beach County, Florida, within ten (10) days of the date listed above, and that this Removal Agreement shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns and successors in interest of the Owner(s).

In the event that County and/or Owner(s) are challenged with respect to the placement of said improvement in the Easement, or a claim for damages is made as a result of the placement of said improvement in the Easement, Owner(s) shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO
COMMUNITY DECLARATION FOR ENCLAVE AT BOCA DUNES**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR ENCLAVE AT BOCA DUNES (this "**First Amendment**") is made by K. HOVNANIAN AT BOCA DUNES, LLC, a Florida limited liability company (the "**Declarant**") and joined by the ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") and also joined by BOCA DUNES – BOCA RATON, L.P., a Delaware limited partnership ("**BDBR**").

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR ENCLAVE AT BOCA DUNES, recorded in Official Record Book 29025, Page 223 of the Public Records of Palm Beach County, Florida (the "**Original Declaration**"). The Original Declaration and the First Amendment shall be referred to as the "**Declaration**."

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover, without the joinder or consent of any person or entity whatsoever.

C. The Turnover has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First

Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Section 3 of the Declaration is hereby amended to add the following as new Sections 3.4 and 3.5:

3.4 Additional Declaration of Restrictive Covenants. ENCLAVE AT BOCA DUNES is subject to that certain Declaration of Restrictive Covenant between Declarant, BDBR and the Florida Department of Environmental Protection, recorded in Official Record Book 29258, Page 1966 of the Public Records, a copy of which is attached hereto as Exhibit A (the "DRC"). Each Owner, by acquiring title to a Lot, will be subject to all of the terms and conditions of the DRC, as amended and supplemented from time to time. The DRC contains certain rules, regulations and restrictions relating to the use of ENCLAVE AT BOCA DUNES (including Lots and Homes). THE DRC IMPOSES ADDITIONAL OBLIGATIONS, RESTRICTIONS AND RESPONSIBILITIES ON THE ASSOCIATION IN ADDITION TO THE ASSOCIATION'S OBLIGATIONS, RESPONSIBILITIES AND RESTRICTIONS UNDER THIS DECLARATION. THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE DRC. THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE DRC. IN THE EVENT OF ANY CONFLICT BETWEEN THE DRC AND THE GOVERNING DOCUMENTS, THE DRC SHALL CONTROL.

3.5 Engineering Control and Maintenance Plan. ENCLAVE AT BOCA DUNES is subject to that certain Engineering Control and Maintenance Plan (the "ECMP"), a copy of which is attached hereto as Exhibit B. THE ECMP IMPOSES ADDITIONAL OBLIGATIONS, RESPONSIBILITIES, AND COSTS ON THE ASSOCIATION IN ADDITION TO THE ASSOCIATION'S OBLIGATIONS, COSTS AND RESPONSIBILITIES UNDER THIS DECLARATION. ALL COSTS AND EXPENSES OF THE ASSOCIATION PURSUANT TO THE ECMP SHALL BE PART OF THE OPERATING EXPENSES UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ECMP. THE ASSOCIATION SHALL BE BOUND BY AND COMPLY WITH THE ECMP.

4. Section 9.8 of the Declaration is hereby amended to add the following as new Section 9.8.7:

9.8.7. Prohibition on Access or Use of Water Bodies. Notwithstanding anything to the contrary in this Declaration, each Owner is prohibited from accessing or using any lakes, retention/detention areas or any other water bodies within ENCLAVE AT BOCA DUNES.

5. Section 12.22 of the Declaration is hereby amended to add the following sentence at the end of the first paragraph of Section 12.22:

"NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, ALL LEASE AGREEMENTS SHALL DISCLOSE THE EXISTENCE OF THE DECLARATION OF RESTRICTIVE COVENANT REFERENCED IN SECTION 3.4 ABOVE AND CONTENTS AND RESTRICTIONS CONTAINED THEREIN, INCLUDING REFERENCE BY RECORDED INSTRUMENT NUMBER OR OFFICIAL RECORDS BOOK/PAGE AFTER RECORDING OF THE DECLARATION OF RESTRICTIVE COVENANT IN THE PUBLIC RECORDS."

6. Section 24 of the Declaration is hereby amended to add the following as new Section 24.15:

24.15 Subsequent Deed Requirement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, ALL SUBSEQUENT DEEDS OR INSTRUMENTS OF CONVEYANCE FOR ANY PORTION OF ENCLAVE AT BOCA DUNES, INCLUDING ANY DEED FOR SALE OF A LOT, SHALL DISCLOSE THE EXISTENCE OF THE DECLARATION OF RESTRICTIVE COVENANT REFERENCED IN SECTION 3.4 ABOVE AND CONTENTS AND RESTRICTIONS CONTAINED THEREIN, INCLUDING REFERENCE BY RECORDED INSTRUMENT NUMBER OR OFFICIAL RECORDS BOOK/PAGE AFTER RECORDING OF THE DECLARATION OF RESTRICTIVE COVENANT IN THE PUBLIC RECORDS.

7. The Declaration is hereby amended to add the following new Section 26:

26. ENVIRONMENTAL DISCLOSURE. BY ACCEPTANCE OF A DEED TO A LOT OR OCCUPANCY OF A HOME, EACH OWNER AND LESSEE ACKNOWLEDGES THAT THE LOT IS LOCATED ON A PORTION OF THE FORMER BOCA DUNES NINE HOLE GOLF COURSE. THE HISTORICAL GOLF COURSE USAGE RESULTED IN CERTAIN ENVIRONMENTAL IMPACTS ON THE PROPERTY. TO ADDRESS THE IMPACTS, QUALIFIED ENVIRONMENTAL CONSULTANTS WERE EMPLOYED TO EXCAVATE AND MANAGE SOILS FROM THE PROPERTY IN ACCORDANCE WITH FLORIDA LAWS AND REGULATIONS AND AS REQUIRED BY APPLICABLE GOVERNMENTAL AUTHORITIES INCLUDING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE LOT WITH KNOWLEDGE OF, AND SUBJECT TO, THE AFORE DESCRIBED RISKS. EACH OWNER, ON BEHALF OF ITSELF AND ANY PARTIES CLAIMING BY, THROUGH OR UNDER SUCH OWNER, HEREBY RELEASES DECLARANT, BDBR AND THE ASSOCIATION FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE AFORE DESCRIBED RISKS, AND FURTHER AGREES TO INDEMNIFY AND HOLD DECLARANT, BDBR AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, JUDGMENTS, CLAIMS, LIABILITIES, OR DAMAGES ARISING FROM, OR RELATED TO THE AFORE DESCRIBED RISKS.

8. By execution of the joinder and consent attached hereto, BDBR hereby evidences and affirms its approval of this First Amendment.

9. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

10. This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Palm Beach County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 5th day of February, 2018.

WITNESSES:

"DECLARANT"

K. HOVNANIAN AT BOCA DUNES, LLC, a
Florida limited liability company

Antoinette Stacke
Print Name: Antoinette Stacke

By: [Signature]
Name: Ty Harris
Title: Division Counsel

Alice Driscoll
Print Name: Alice Driscoll

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of February, 2018, by Ty Harris, as Division Counsel of K. HOVNANIAN AT BOCA DUNES, LLC, a Florida limited liability company. He (is personally known to me) [has produced _____ as identification].



Janis A Spalding
COMMISSION #FF922870
EXPIRES: November 1, 2019
WWW.AARONNOTARY.COM

Janis A. Spalding
Notary Public
Print Name: JANIS A. SPALDING
My Commission Expires: 11/1/2019

JOINDER

BOCA DUNES – BOCA RATON, L.P., a Delaware limited partnership ("**BDBR**") does hereby join in the First Amendment to Community Declaration for Enclave at Boca Dunes (the "**First Amendment**"), to which this Joinder is attached. BDBR agrees this joinder is for the purpose of evidencing BDBR's consent and approval of the First Amendment and BDBR's approval of the First Amendment.

WITNESSES:

"BDBR"

BOCA DUNES – BOCA RATON, L.P.,
a Delaware limited partnership

By: RCO GP, LLC,
a Delaware limited liability company
Its General Partner

By: Residential Credit Opportunities IV LLC,
a Delaware limited liability company
Its Sole Member

By: Hearthstone Professionals – PI, L.P.,
a Delaware limited partnership,
Its Manager

J. Reef -
Print Name: IRINA MAYSTREUS

David Brittain
Print Name: DAVID BRITTAIN

By: SC Pu
Name: STEVEN C PUATH
Title: AUTHORIZED REP

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2017 by _____, as _____ of Hearthstone Professionals – PI, L.P., a Delaware limited partnership, as Manager of Residential Credit Opportunities IV LLC, a Delaware limited liability company, as Sole Member of RCO GP, LLC, a Delaware limited liability company, as General Partner of BOCA DUNES – BOCA RATON, L.P., a Delaware limited partnership, on behalf of the partnerships and companies, who is personally known to me or who has produced _____ as Identification.

My commission expires:

NOTARY PUBLIC, State of _____ at Large

Print Name _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles

On FEBRUARY 9, 2018 before me, Cheryl A. Studley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Porath
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Cheryl A. Studley
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

JOINDER

ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the First Amendment to Community Declaration for Enclave at Boca Dunes (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of February, 2018.

WITNESSES:

"ASSOCIATION"

ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Debra Quintanilla
Print Name: Debra Quintanilla

Miriam Vazquez
Print Name: Miriam Vazquez

By: [Signature]
Name: Matthew Parolie
Title: President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of February, 2018, by Matthew Parolie, as President of ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me [has produced _____ as identification].



Janis A Spalding
COMMISSION #FF922670
EXPIRES: November 1, 2019
WWW.AARONNOTARY.COM

Janis A. Spalding
Notary Public
Print Name: JANIS A. SPALDING

My Commission Expires: 11/1/2019

Exhibit A

Declaration of Restrictive Covenant

(Attached)

This instrument prepared by:

Robyn D. Neely, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "**Declaration**") is made this 27th day of July, 2017 by and among Boca Dunes- Boca Raton, L.P., a Delaware Limited Partnership, ("**BDDR**"), K. Hovnanian at Boca Dunes, LLC, a Florida limited liability company ("**KHov**") (collectively hereinafter "**GRANTOR**"), and the Florida Department of Environmental Protection (hereinafter "**FDEP**").

RECITALS

A. GRANTOR is the fee simple owner of approximately 41.479 acres, situated in the County of Palm Beach, State of Florida, located at 122417 SW 61st Way, Boca Raton, Florida, more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof (hereinafter the "**Property**").

B. The Property has been impacted by certain soil and groundwater impacts associated with Boca Dunes Nine Hole Golf Course which formerly operated on the Property from 1970-2016.

C. This Declaration addresses arsenic impacts to the soil and/or groundwater discovered on the Property, and first reported to FDEP by KHov in 2016. Soil and groundwater site assessment activities, and subsequent remediation and/or management by means of soil excavation, soil capping, soil management, and grading activities were performed on the Property on behalf of KHov from 2016-2017, under FDEP COM_344702.

D. The assessment, management and remediation activities performed by KHov are documented in certain materials on file with FDEP including but not limited to the following materials incorporated herein by reference (collectively, the "**Environmental Documents**");

1. Remedial Action Plan Implementation Report prepared by Ayden Environmental dated January 19, 2017;

2. Remedial Action Plan Implementation Report Approval Letter from FDEP dated January 24, 2017;
3. Preliminary Site Assessment Report /RAP Soil Management Plan prepared by Ayden Environmental dated July 25, 2016;
4. Prospective Purchaser Agreement dated August 1, 2016

E. The Environmental Documents noted in Recital D set forth the nature and extent of the soil and groundwater arsenic impacts at the Property prior to and subsequent to the remediation actions completed by Khov. These reports confirm that: (i) soil on the residential lots and the common areas (which do not include the soil restricted areas as defined in paragraph 2.a. below) do not have any soil restrictions and meet the residential soil cleanup target level ("SCTL") for arsenic of 2.1 mg/kg in accordance with Chapter 62-780, Florida Administrative Code ("FAC"), and no soil restrictions are required; (ii) soil in the 0 to 2 feet below land surface interval of the lake maintenance easements ("LMEs") located around the two (2) interior stormwater lakes as depicted on Composite **Exhibit "B"**, attached hereto and incorporated herein, acts as a soil engineering control to meet the residential SCTL for arsenic of 2.1 mg/kg (discussed further in Paragraph number 2 below) ("**Interior Lake L.M.E. Soil Restricted Area**") (iii) arsenic soil impacts will remain beneath the entry road which shall be paved with an impervious material and act as an impervious engineering control to meet the arsenic residential soil cleanup target level of 2.1 mg/kg ("**Entry Road-Soil Restricted Area**"); (iv) arsenic soil impacts will remain on areas restricted to golf course usage for areas along the perimeter of the Property to the south and east of the residential parcel, and along each side of the entry road. The golf course use areas shall meet the alternative soil cleanup target level ("**ASCTL**") approved by FDEP of 14.0 mg/kg, and will remain golf course use only for a land use restriction area ("**Golf Course Usage Only Restricted Area**"); and (v) Arsenic impacts in groundwater exist on the Property, as defined by Chapter 62-780, F.A.C. and will be managed under Risk Management Option III, pursuant to Rule 62-780.680(2), F.A.C. by prohibiting the installation of groundwater extraction wells for the purposes of groundwater use on the Property;

F. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants;

G. FDEP has agreed to issue a Site Rehabilitation Order with Conditions (hereinafter "**SRCO with Conditions Order**") upon recordation of this Declaration, and FDEP can unilaterally revoke the SRCO with Conditions Order, if the conditions of this Declaration or of the SRCO with Conditions with Order are not met. Additionally, if concentrations of arsenic increase above the levels approved in the SRCO with Conditions Order, or if a subsequent discharge occurs on the Property, then FDEP may require further site rehabilitation to reduce concentrations of contamination to the levels allowed under FDEP rules.

H. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions:

a.i. There shall be no groundwater extraction wells for the purposes of groundwater use installed on the Property. There shall be no drilling for water conducted on the Property nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

a.ii. For any dewatering activities on the Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit "C", and incorporated by reference herein, is a sketch identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property. Such existing stormwater features shall not be altered, modified, or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

a.iv. Nothing herein shall preclude the short-term (no more than 20 days) discharge of dewatering water into any of the stormwater features on the Property that discharge into the two interior lakes shown on Exhibit C in conjunction with any Palm Beach County utility construction or repairs which may require dewatering. In the event of an emergency situation and the initial 20 days of dewatering is expected to extend beyond 20 days, then Palm Beach County shall contact FDEP DWM for an extension of time to this dewatering exemption. Said discharges shall not be considered a discharge that would require cleanup pursuant to Chapter 62-780, Florida Administrative Code, nor shall said discharges require submittal of a dewatering plan to FDEP in accordance with Paragraph 2.b.ii below. For any dewatering activities which are not an emergency and are initially expected to exceed 20 days, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater in accordance with Paragraph 2.b.ii below.

b.i. The area of soil contamination is located on a portion of the Property and is shown on Composite Exhibit B as 1) **Interior Lake L.M.E. Soil Restricted Area** for a soil engineering control ("Exhibit B-1"); and 2) **Entry Road- Soil Restricted Area** for an impermeable engineering control ("Exhibit B-2"). The area called **Interior Lake L.M.E. Soil Restricted Area** shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure. The area called **Entry Road- Soil Restricted Area** shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration. Collectively, these two areas are called "the Engineering Control Area." An Engineering Control Plan (ECP) and an Engineering Control Maintenance Plan (ECMP) have been approved by FDEP. The ECP describes the specifics of the FDEP approved Engineering Control Area on the Restricted Property. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control Area and the criteria for determining when the Engineering Control Area has failed. The Engineering Control Area shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of FDEP. The ECMP, as amended, relating to FDEP COM 344702, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area.

b.ii. Excavation and construction below the Engineering Control Area is not prohibited on the Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Notwithstanding any other provision of this Declaration, for any excavation performed by Palm Beach County within any easement area depicted on the Plat of Boca Dunes PUD which is within the Engineering Control Area, upon written notice from Palm Beach County to Grantor at the following address: 3601 Quantum Blvd., Boynton Beach, FL 33426, Grantor, or its successor, shall be responsible for any post excavation activities required under this Declaration, including, but not limited to, replacing two feet of clean and uncontaminated fill over any excavated area. The Plat of Boca Dunes is recorded at Palm Beach County Plat Book 123 pages 121-129 and incorporated herein by reference as **Exhibit "D"**. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit, or restrict any excavation or construction at or below the surface outside the boundary of the Engineering Control Area.

c.i. A portion of the Property will be a land use restricted area for golf course use only and is shown on Exhibit B-3 as **Golf Course Usage Only Restricted Area**. The following uses of the Land Use Restriction Area are prohibited: agricultural

use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2012 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts; Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households. Notwithstanding the above, the golf course usage shall be an acceptable use.

c.ii. In the future, if any soils on the **Golf Course Usage Only Restricted Area** are excavated, then such excavated soils shall either (i) remain on the Golf Course Usage Only Restricted Area of the Property, or (ii) shall be handled, characterized, and properly disposed of offsite. Notwithstanding any other provision of this Declaration, for any excavation required by Palm Beach County within any easement area depicted on Exhibit D which is within the Golf Course Usage Only Restricted Area, Palm Beach County shall place any excavated soil back on the Golf Course Usage Only Restricted Area of the Property. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in the contaminated area.

3. In the remaining paragraphs, all references to "GRANTOR," and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to Grantor. Access to the Property is granted over and through public road rights of way from SW 61st Way.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR, and FDEP and to any and all parties hereafter having any right, title or interest in the Property or any part hereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP, to exercise its right in the event of the failure of the

GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. GRANTOR shall give notice to FDEP thirty (30) calendar days prior to any bulk conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall record this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance concerning the Property, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee), and is recorded in the public records of the county in which the Property is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to FDEP Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR, and FDEP and be recorded by GRANTOR as an amendment hereto. The written consent of Palm Beach County shall be required prior to any subsequent amendments which modify the provisions of Paragraph 2.a.i, 2.a.iv, or the provisions regarding excavations by Palm Beach County in Paragraph 2.b.ii and 2.c.ii.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or written notice of proposed restrictions as set forth in the Declaration has been provided to holders of such interests.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Page 7]

IN WITNESS WHEREOF, BOCA DUNES-BOCA RATON, L.P., a Delaware limited partnership, has executed this instrument, this 24 day of July, 2017.

BOCA DUNES – BOCA RATON, L.P.,
a Delaware limited partnership

By: **RCO GP, LLC,**
a Delaware limited liability company
Its General Partner

By: Residential Credit Opportunities IV LLC,
a Delaware limited liability company
Its Sole Member

By: **Hearthstone Professionals – PI, L.P.,**
a Delaware limited partnership
Its Manager

By: [Signature]
Name: STEVEN E. PERATH
Its: AUTHORIZED REP

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, PI, L.P., the Manager of Residential Credit Opportunities IV LLC, the Sole Member of RCO GP, LLC, the General Partner of Boca Dunes – Boca Raton, L.P., on behalf of such partnership. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Notary Public, State of Florida

Print/Type Notary Name _____

Commission Number: _____

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

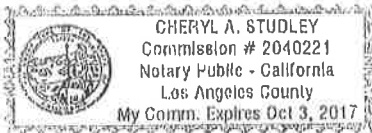
State of California }

County of Los Angeles

On JULY 24, 2017 before me, Cheryl A. Studley NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Porath
Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Cheryl A. Studley
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

IN WITNESS WHEREOF, K. HOVNANIAN AT BOCA DUNES, LLC, a Florida limited liability company, has executed this instrument, this 20th day of July, 2017.

K. HOVNANIAN AT BOCA DUNES, LLC,
a Florida limited liability company

By: [Signature]
Name: Brad J. Stanis
Title: VP of Land Acquisition & Development

STATE OF ~~FLORIDA~~ Ohio @ 7/20/17
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Brad J. Stanis, as VP of Land Acquisition & Development of K. Hovnanian at Boca Dunes, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me _____ or has produced a valid Florida Drivers License as identification.

[NOTARY SEAL]

[Signature]
Notary Public, State of ~~Florida~~ Ohio @ 7/20/17
Michael L. Behnke
Print/Type Notary Name
Commission Number:
Commission Expires: Aug 21, 2020

MICHAEL L. BEHNKE
Notary Public, State of Ohio, Cuy. Cty.
My commission expires Aug. 21, 2020

IN WITNESS WHEREOF, Florida Department of Environmental Protection, hereby
executed this Declaration, this 27 day of July, 2017.

Approved as to form by
Florida Department of
Environmental Protection,
Office of General Counsel

By: Sharon Wykial 07/26/2017
Assistant General Counsel

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Jennifer K. Smith
Jennifer K. Smith
Director
Southeast District
West Palm Beach, FL

Signed, sealed and delivered in the presence of:

Witness: Paul Alan Wierzbicki
Print Name: Paul Alan Wierzbicki

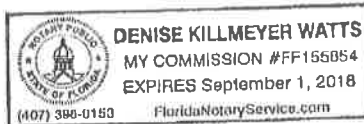
Date: 7/27/2017

Witness: Shirley Richards
Print Name: Shirley Richards

Date: 7/27/2017

STATE OF Florida
COUNTY OF WEST PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of July, 2017.
Personally Known OR Produced Identification.
Type of Identification Produced State of Florida photo ID



Denise K. Watts
Signature of Notary Public
DENISE K. WATTS
Print Name of Notary Public
Commission No. FF155854
Commission Expires: 9/1/2018

EXHIBIT "A"
Property
Legal Description

A PORTION OF TRACTS 90 THROUGH 92, AND 101 THROUGH 103, BLOCK 81, AND TRACTS 6 THROUGH 10, 13 THROUGH 16, 29, 30 AND 32, BLOCK 82, " PALM BEACH FARMS CO. PLAT NO. 3" , ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE" , ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°28' 35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT I OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29°28' 24" EAST, A DISTANCE OF 442.05 FEET; THENCE NORTH 22°32' 02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34' 40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59' 38" EAST, A DISTANCE OF 327.70 FEET; THENCE NORTH 29°51' 16" EAST, A DISTANCE OF 384.04 FEET; THENCE NORTH 28°48' 39" EAST, A DISTANCE OF 9.82 FEET; THENCE NORTH 36°47' 54" EAST, A DISTANCE OF 229.11 FEET; THENCE SOUTH 51°22' 27" EAST, A DISTANCE OF 115.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 45°29' 57" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1045.00 FEET AND A CENTRAL ANGLE OF 09°04' 30" , A DISTANCE OF 165.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°34' 33" EAST, A DISTANCE OF 63.22 FEET; THENCE NORTH 35°31' 46" WEST, A DISTANCE OF 94.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 56°59' 08" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHEASTERLY LINE OF PARCEL B, " SANDALFOOT COVE, SECTION TWO" , ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29 AT PAGES 15 AND 16 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 70°38'14", A DISTANCE OF 308.21 FEET; THENCE NORTH 64°10' 54" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 134.09 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 88°42' 39" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 108.63 FEET AND A CENTRAL ANGLE OF 75°36' 43", A DISTANCE OF 143.36 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 45°25' 13", A DISTANCE OF 126.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH

57°40' 43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 66°37' 09", A DISTANCE OF 220.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°42' 08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 26°42' 23", A DISTANCE OF 79.24 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°24' 31" EAST, A DISTANCE OF 203.02 FEET; THENCE SOUTH 13°30' 49" EAST, A DISTANCE OF 133.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 39°15' 07" , A DISTANCE OF 75.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 100°32' 56", A DISTANCE OF 166.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°47' 00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 40°29' 03", A DISTANCE OF 204.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°17' 57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 64°08' 12", A DISTANCE OF 145.52 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°26' 09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 66°26' 17", A DISTANCE OF 127.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 39°09' 58", A DISTANCE OF 88.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET AND A CENTRAL ANGLE OF 20°27' 09", A DISTANCE OF 110.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 18°11' 06", A DISTANCE OF 22.22 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25' 54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 49°56' 19", A DISTANCE OF 191.75 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30' 25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 50°06' 49", A DISTANCE OF 96.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36' 23" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A

CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF $20^{\circ}52'18''$, A DISTANCE OF 25.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF $68^{\circ}49'24''$, A DISTANCE OF 72.07 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF $25^{\circ}31'57''$, A DISTANCE OF 93.58 FEET TO THE POINT OF TANGENCY; THENCE NORTH $59^{\circ}54'34''$ WEST, A DISTANCE OF 85.72 FEET; THENCE NORTH $30^{\circ}05'26''$ EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH $59^{\circ}54'34''$ WEST, A DISTANCE OF 579.17 FEET; THENCE SOUTH $60^{\circ}57'37''$ WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH $39^{\circ}54'10''$ WEST, A DISTANCE OF 162.69 FEET; THENCE SOUTH $18^{\circ}03'22''$ WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH $33^{\circ}31'25''$ WEST, A DISTANCE OF 222.52 FEET; THENCE NORTH $56^{\circ}28'35''$ WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT I OF BARWOOD", A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING.

Composite EXHIBIT "B"

Interior Lake L.M.E. Soil Restricted Area- Exhibit B-1

Entry Road- Soil Restricted Area - Exhibit B-2

Golf Course Usage Only Restricted Area- Exhibit B-3

EXHIBIT "B-1"

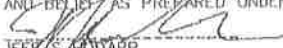
PERIMETER	
847 Clint Mingo Road Boca Raton, Florida 33407	SURVEYING & MAPPING Certificate of Authorization No. L87284
Tel: (561) 241-9908 Fax: (561) 241-6182	
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)	
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREAS	
LEGAL DESCRIPTION - NORTH	
A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 102 BLOCK 81, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33° 31' 25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 2055.81 FEET; THENCE SOUTH 56° 28' 35" EAST, A DISTANCE OF 329.55 FEET TO THE POINT OF BEGINNING OF THE LEFT (OUTSIDE) LINE OF SAID 20.00 FOOT STRIP OF LAND; THENCE NORTH 53° 34' 33" EAST, A DISTANCE OF 139.86 FEET; THENCE NORTH 71° 23' 01" EAST, A DISTANCE OF 101.44 FEET; THENCE SOUTH 70° 39' 01" EAST, A DISTANCE OF 84.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 91° 59' 51", A DISTANCE OF 94.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12° 20' 50" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 42° 53' 43" WEST, A DISTANCE OF 164.23 FEET; THENCE SOUTH 48° 28' 45" WEST, A DISTANCE OF 68.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 88° 43' 42", A DISTANCE OF 91.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42° 47' 33" WEST, A DISTANCE OF 133.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 96° 22' 06", A DISTANCE OF 99.23 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 19,370 SQUARE FEET, MORE OR LESS. THE RIGHT LINE OF SAID STRIP OF LAND BEING THE INTERIOR LINE OF SAID CONTINUOUS STRIP.	
CERTIFICATION	
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.	
 JEFF S. HUDAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111	
Project Name: BOCA DUNES	DATE: 03/23/2017
JOB NO. 14120	DWG. BY: JSH
CA'D BY: JEK	SHEET 1 OF 5

EXHIBIT "B-1"

INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

PERIMETER		SURVEYING & MAPPING		Certificate of Authorization No. LB7284	
947 Cline Moore Road Boca Raton, Florida 33487		Tel: (561) 241-0988 Fax: (561) 241-5182			
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)					
LEGAL DESCRIPTION - SOUTH					
A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACTS 8 AND 9 BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF RIGHT-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:					
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33° 31' 25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1408.25 FEET; THENCE SOUTH 56° 28' 35" EAST, A DISTANCE OF 287.03 FEET TO THE POINT OF BEGINNING OF THE LEFT (OUTSIDE) LINE OF SAID 20.00 FOOT STRIP OF LAND; THENCE NORTH 29° 51' 16" EAST, A DISTANCE OF 172.78 FEET; THENCE NORTH 32° 08' 39" EAST, A DISTANCE OF 113.90 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 105° 03' 48", A DISTANCE OF 100.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42° 47' 33" EAST, A DISTANCE OF 90.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 75° 57' 31", A DISTANCE OF 72.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33° 09' 58" WEST, A DISTANCE OF 188.09 FEET; THENCE SOUTH 02° 56' 48" WEST, A DISTANCE OF 28.04 FEET; THENCE SOUTH 12° 11' 39" WEST, A DISTANCE OF 185.00 FEET; THENCE SOUTH 20° 03' 25" WEST, A DISTANCE OF 27.99 FEET; THENCE SOUTH 25° 08' 47" WEST, A DISTANCE OF 28.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 94° 56' 39", A DISTANCE OF 91.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59° 54' 34" WEST, A DISTANCE OF 19.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 77° 01' 08", A DISTANCE OF 73.93 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT A; THENCE NORTH 24° 55' 27" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 124.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 54° 09' 49", A DISTANCE OF 51.99 FEET TO THE POINT OF TANGENCY; THENCE NORTH 29° 14' 22" EAST, A DISTANCE OF 18.25 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT B, SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 48° 00' 48" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 71° 50' 29", A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING.					
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 26,589 SQUARE FEET, MORE OR LESS. THE RIGHT LINE OF SAID STRIP OF LAND BEING THE INTERIOR LINE OF SAID CONTINUOUS STRIP. THE RIGHT LINE OF SAID STRIP OF LAND TO INCLUDE TANGENT CURVES WITH RADIUS POINTS COINCIDENT WITH REFERENCE POINTS A AND B.					
Project Name: BOCA DIAS		DATE: 03/23/2017			
JOB NO. 14120		DWN BY: JSH			
		CK'D BY: JEK		SHEET 2 OF 5	

EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

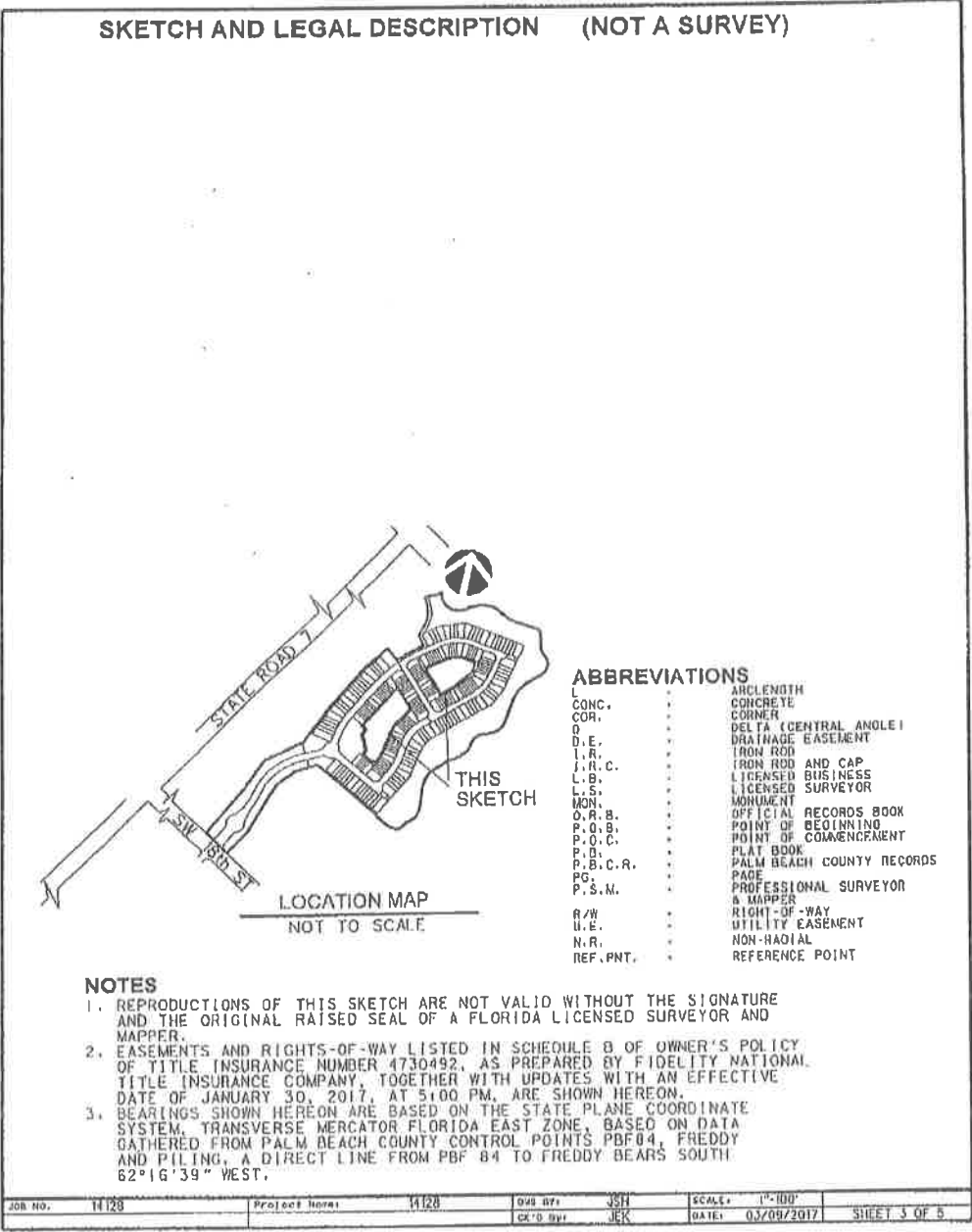


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

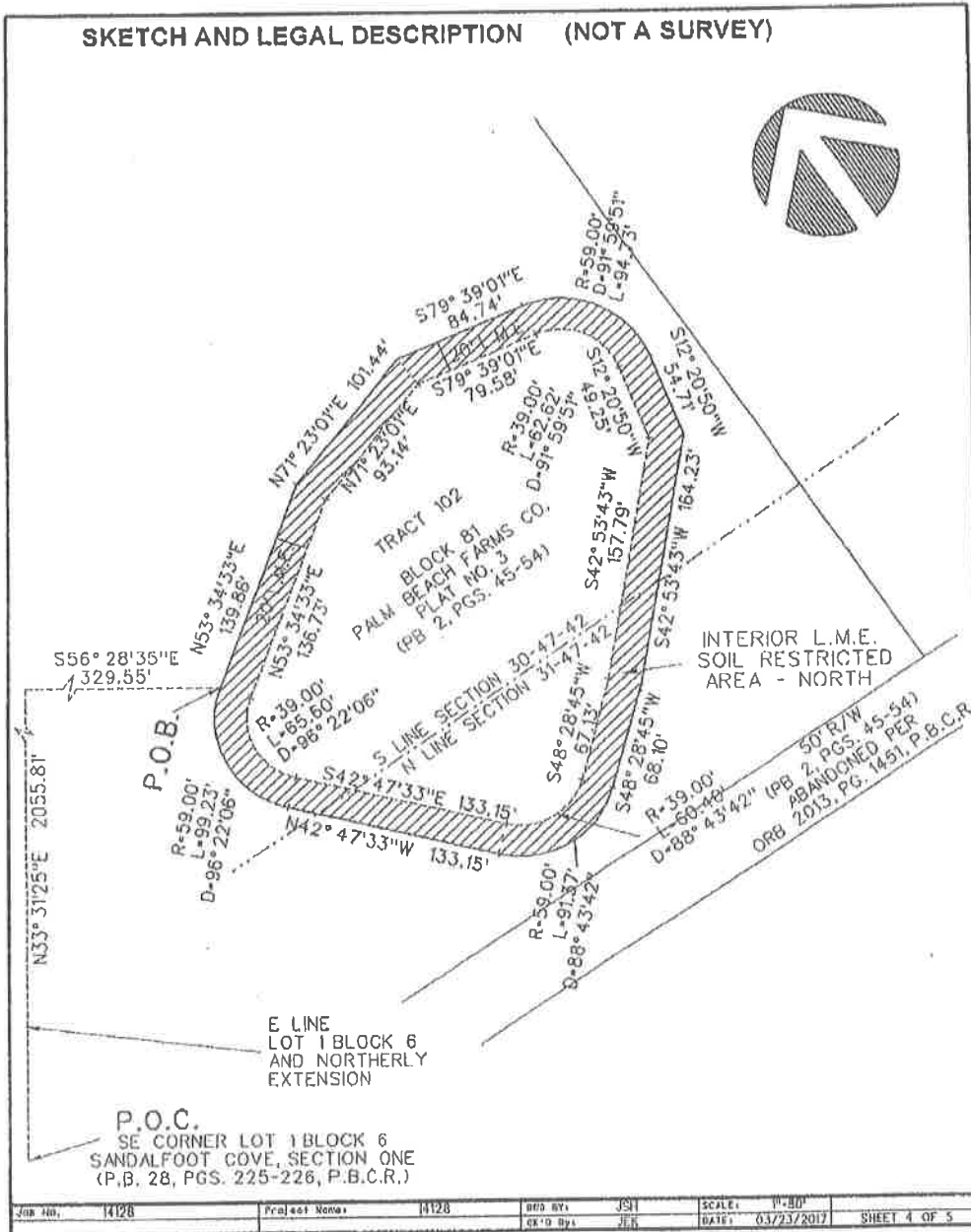


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

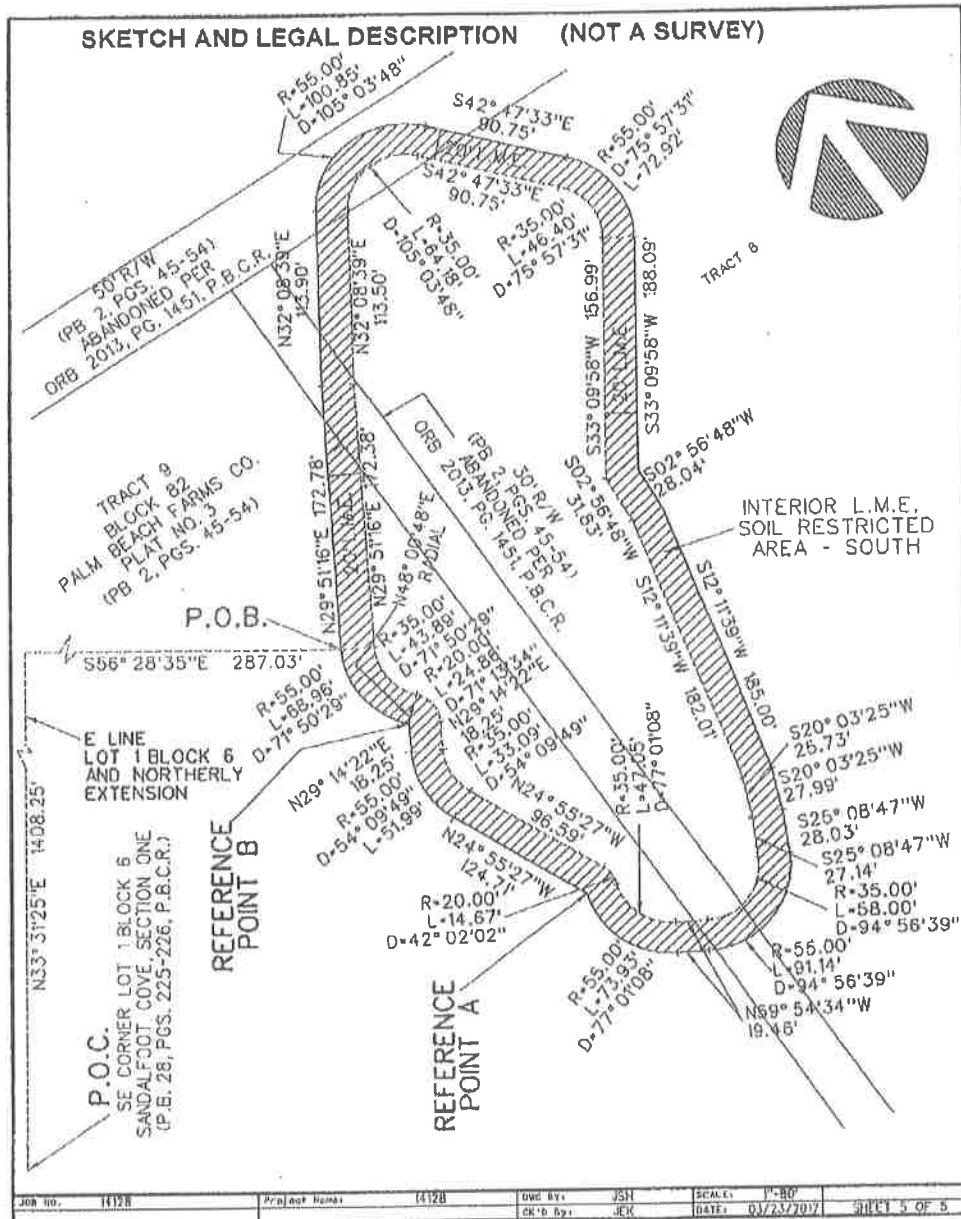


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

EXHIBIT "B - 2"

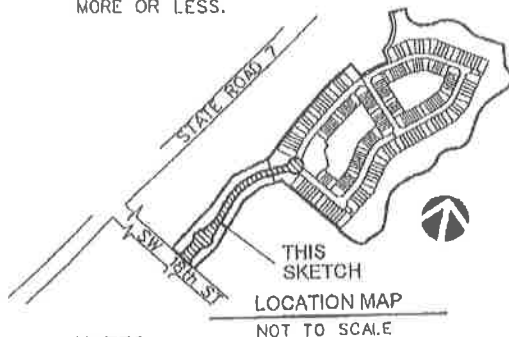
PERIMETER		SURVEYING & MAPPING	
947 Clint Mingo Road Boca Raton, Florida 33407		Certificate of Authorization No. LB7204	
Tel: (561) 241-0988 Fax: (561) 241-6102			
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)			
ENTRY ROAD - SOIL RESTRICTED AREA			
LEGAL DESCRIPTION			
A PORTION OF TRACTS 9, 13, 14, 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:			
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56° 28' 35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 106 BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 121.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76° 14' 26" EAST, A DISTANCE OF 36.74 FEET; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 109.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45° 21' 21", A DISTANCE OF 19.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93° 32' 44", A DISTANCE OF 110.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48° 11' 23", A DISTANCE OF 12.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 10.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 14° 15' 43", A DISTANCE OF 16.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 27° 31' 01", A DISTANCE OF 132.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15° 42' 09" EAST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 49° 02' 05", A DISTANCE OF 406.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 64° 44' 14" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53° 58' 05", A DISTANCE OF 23.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, SOUTHEASTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 287° 56' 10", A DISTANCE OF 301.53 FEET TO THE POINT OF REVERSE			
CERTIFICATION			
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.			
JEFFREY M. HARRIS SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111			
Project Name: BOCA LONES		DATE: 03/23/2017	
JOB NO.: 1412B		DRAWN BY: JSH	
		CHECKED BY: JEM	
		SHEET 1 OF 4	

EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53°58'05", A DISTANCE OF 23.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 64°44'14" WEST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 49°02'05", A DISTANCE OF 363.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°42'09" WEST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 324.99 FEET AND A CENTRAL ANGLE OF 09°53'24", A DISTANCE OF 56.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 16°39'36", A DISTANCE OF 79.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 20°01'30", A DISTANCE OF 22.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°57'26" WEST, A DISTANCE OF 12.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 12.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93°32'44", A DISTANCE OF 110.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45°21'21", A DISTANCE OF 19.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°57'26" WEST, A DISTANCE OF 120.18 FEET; THENCE SOUTH 13°45'34" EAST, A DISTANCE OF 33.92 FEET; THENCE NORTH 56°28'35" WEST, ALONG THE NORTH LINE OF SAID S.W. 18TH STREET, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 1.818 ACRES, MORE OR LESS.



ABBREVIATIONS

L	LENGTH
CONC.	CONCRETE
COR.	CORNER
D	DELTA (CENTRAL ANGLE)
D.E.	DRAINAGE EASEMENT
I.R.	IRON ROD
I.R.C.	IRON ROD AND CAP
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
MON.	MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
P.B.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR
R/W	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
N.R.	NON-RADIAL
REF. PNT.	REFERENCE POINT

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY LISTED IN SCHEDULE B OF OWNER'S POLICY OF TITLE INSURANCE NUMBER 4730492, AS PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, TOGETHER WITH UPDATES WITH AN EFFECTIVE DATE OF JANUARY 30, 2017, AT 5:00 PM, ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR FLORIDA EAST ZONE, BASED ON DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS PBF04, FREDDY AND PILING, A DIRECT LINE FROM PBF 04 TO FREDDY BEARS SOUTH 62°16'39" WEST.

JOB NO.	14120	Project Name	14120	DWG BY	JSH	SCALE	P-000	DATE	03/23/2017	SHEET	2 OF 4
				CHK'D BY	JER						

EXHIBIT "B - 2" ENTRY ROAD - SOIL RESTRICTED AREA



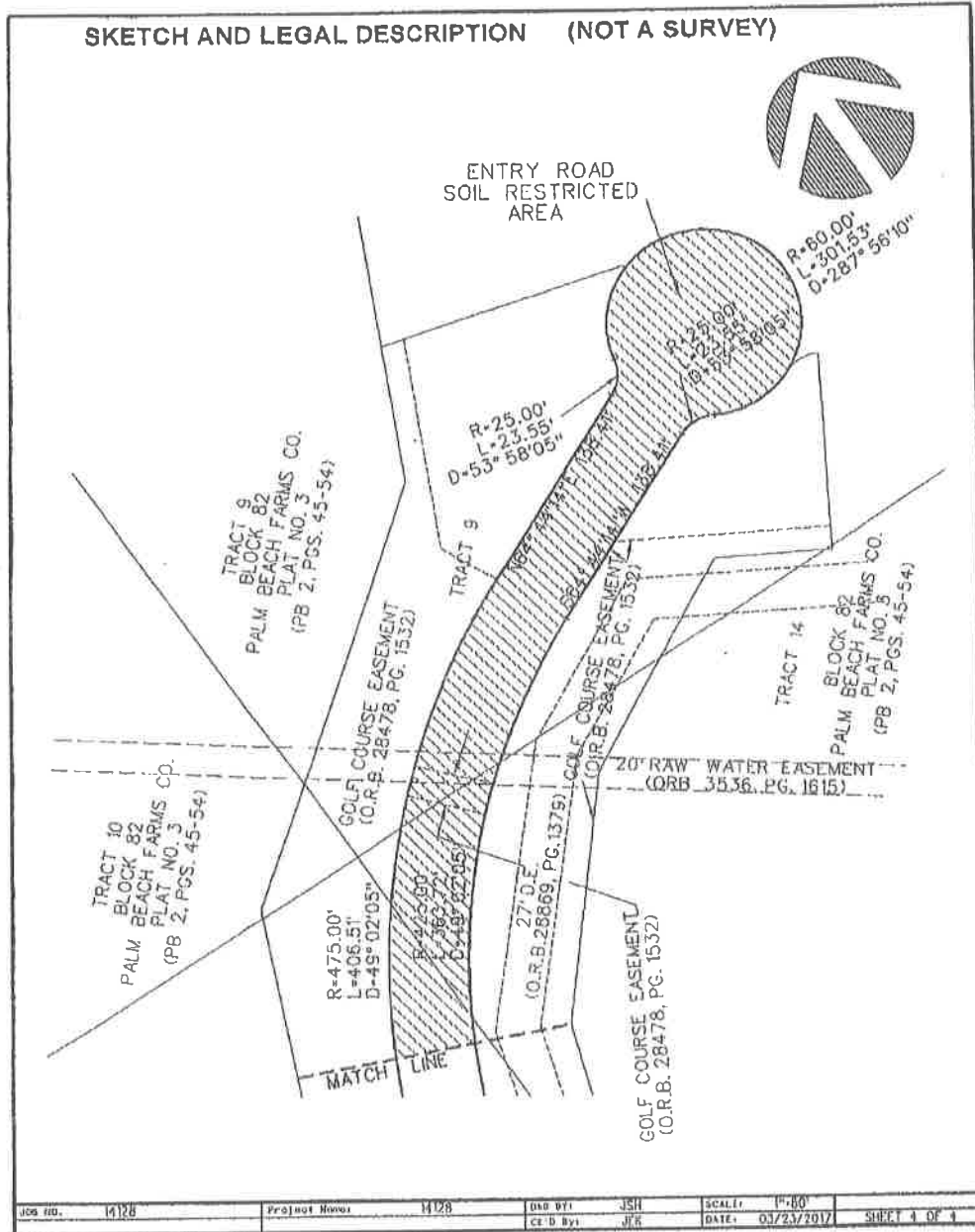


EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

EXHIBIT "B - 3"

947 Clint Moore Road Boca Raton, Florida 33407	PERIMETER SURVEYING & MAPPING Certificate of Authorization No. L07284	Tel: (561) 241-9988 Fax: (561) 241-5182
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)		
GOLF COURSE USAGE ONLY RESTRICTED AREA		
LEGAL DESCRIPTION A PORTION OF TRACTS 9, 10, 13, 14, 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°28'35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 106 BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29°28'24" EAST, A DISTANCE OF 442.05 FEET; THENCE NORTH 22°32'02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34'40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59'38" EAST, A DISTANCE OF 88.69 FEET; THENCE SOUTH 75°02'34" EAST, A DISTANCE OF 159.55 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 44°34'59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 18°31'30", A DISTANCE OF 8.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 53°10'22", A DISTANCE OF 55.68 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53°58'05", A DISTANCE OF 23.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 64°44'14" WEST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 49°02'05", A DISTANCE OF 406.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°42'09" WEST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 27°31'01", A DISTANCE OF 132.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 14°15'43", A DISTANCE OF 16.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°57'26" WEST, A DISTANCE OF 10.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG		
CERTIFICATION I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. <i>Jeffrey D. Dapp</i> JEFFREY D. DAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111		
Project Name: BOCA DUNES		DATE: 05/27/2017
JOB NO. 14128	DWG BY: JSH	
	CHK'D BY: JEK	SHEET 1 OF 10

EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48° 11' 23", A DISTANCE OF 12.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93° 32' 44", A DISTANCE OF 110.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45° 21' 21", A DISTANCE OF 19.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28° 57' 26" WEST, A DISTANCE OF 109.80 FEET; THENCE SOUTH 76° 14' 26" WEST, A DISTANCE OF 36.74 FEET; THENCE NORTH 56° 28' 35" WEST, ALONG THE NORTH LINE OF SAID S.W. 18TH STREET, A DISTANCE OF 54.15 FEET TO THE POINT OF BEGINNING 1.

TOGETHER WITH:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56° 28' 35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 106 BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 252.03 FEET TO THE POINT OF BEGINNING 2; THENCE NORTH 13° 45' 34" WEST, A DISTANCE OF 33.92 FEET; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 120.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45° 21' 21", A DISTANCE OF 19.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93° 32' 44", A DISTANCE OF 110.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48° 11' 23", A DISTANCE OF 12.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 12.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 20° 01' 30", A DISTANCE OF 22.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 16° 39' 36", A DISTANCE OF 79.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 324.99 FEET AND A CENTRAL ANGLE OF 09° 53' 24", A DISTANCE OF 56.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15° 42' 09" EAST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 49° 02' 05", A DISTANCE OF 363.72 FEET TO THE POINT OF TANGENCY; THENCE NORTH 64° 44' 14" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53° 58' 05", A DISTANCE OF 23.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 52° 35' 00", A DISTANCE OF 55.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52° 35' 35", A DISTANCE OF 22.95 FEET; THENCE SOUTH 30° 05' 26" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 126.99 FEET; THENCE NORTH 59° 54' 34" WEST, A DISTANCE OF 72.72 FEET; THENCE SOUTH 60° 57' 37" WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 39° 54' 10" WEST, A DISTANCE OF 162.69 FEET;

JOB NO.	14128	Project Name	14128	Drawn By	JSH	SCALE	1"=100'
				Checked By	JEK	DATE	03/27/2017

SHEET 2 OF 10

EXHIBIT "B - 3"

GOLF COURSE USAGE ONLY RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

THENCE SOUTH 18° 03' 22" WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH 33° 31' 25" WEST, A DISTANCE OF 222.52 FEET; THENCE NORTH 56° 28' 35" WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT 10F BARWOOD", A DISTANCE OF 34.90 FEET TO THE POINT OF BEGINNING 2.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 3.570 ACRES, MORE OR LESS.

ALSO TOGETHER WITH

A 10.00 FOOT WIDE STRIP OF LAND LYING IN TRACTS 90 THROUGH 92, 103, BLOCK 81, AND TRACTS 6, 7, 15 AND 16, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, (IN SECTIONS 30 AND 31, TOWNSHIP 47 SOUTH, RANGE 42 EAST), THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33° 31' 25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 2415.21 FEET; THENCE NORTH 56° 28' 35" WEST, A DISTANCE OF 49.40 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 64° 10' 54" EAST, A DISTANCE OF 100.20 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 84° 50' 44" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 113.63 FEET AND A CENTRAL ANGLE OF 71° 44' 49", A DISTANCE OF 142.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 45° 25' 13", A DISTANCE OF 130.80 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57° 40' 43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 66° 37' 09", A DISTANCE OF 215.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55° 42' 08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 26° 42' 23", A DISTANCE OF 81.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82° 24' 31" EAST, A DISTANCE OF 199.59 FEET; THENCE SOUTH 13° 30' 49" EAST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 39° 15' 07", A DISTANCE OF 78.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 100° 32' 56", A DISTANCE OF 157.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47° 47' 00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 40° 29' 03", A DISTANCE OF 208.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07° 17' 57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 64° 08' 12", A DISTANCE OF 139.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71° 26' 09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 66° 26' 17", A DISTANCE OF

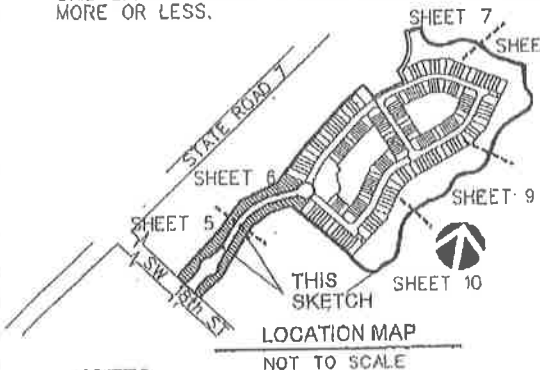
Job No.	14125	Project Name	14125	DRN BY	JSH	SCALE	1"=100'
				CHK'D BY	JCR	DATE	03/27/2017
							SHEET 3 OF 10

EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

133.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 39°09'58", A DISTANCE OF 85.45 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET AND A CENTRAL ANGLE OF 20°27'09", A DISTANCE OF 108.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 18°11'06", A DISTANCE OF 23.80 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25'54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 49°56'19", A DISTANCE OF 196.11 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30'25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 50°06'49", A DISTANCE OF 91.84 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36'23" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 20°52'18", A DISTANCE OF 27.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 68°49'24", A DISTANCE OF 66.07 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 25°31'57", A DISTANCE OF 91.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 85.72 FEET TO THE POINT OF TERMINATION.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 0.725 ACRES, MORE OR LESS.



ABBREVIATIONS

ARCLNGTH	ARC LENGTH
CONC.	CONCRETE
COR.	CORNER
D	DELTA (CENTRAL ANGLE)
D.E.	DRAINAGE EASEMENT
I.R.	IRON ROD
I.R.C.	IRON ROD AND CAP
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
MON.	MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PO	PAGE
P.S.M.	PROFESSIONAL SURVEYOR
R/W	R/MAPPER
U.E.	UTILITY EASEMENT
N.R.	NON-RADIAL
REF.PNT.	REFERENCE POINT

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY LISTED IN SCHEDULE B OF OWNER'S POLICY OF TITLE INSURANCE NUMBER 4730492, AS PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, TOGETHER WITH UPDATES WITH AN EFFECTIVE DATE OF JANUARY 30, 2017, AT 5:00 PM, ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR FLORIDA EAST ZONE, BASED ON DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS PBF04, FREDDY AND PILING. A DIRECT LINE FROM PBF 84 TO FREDDY BEARS SOUTH 62°16'39" WEST.

JOB NO.	14128	Project Name	14128	Drawn By	JSH	SCALE	1"=100'	DATE	03/27/2017	SHEET	4 OF 10
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EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA



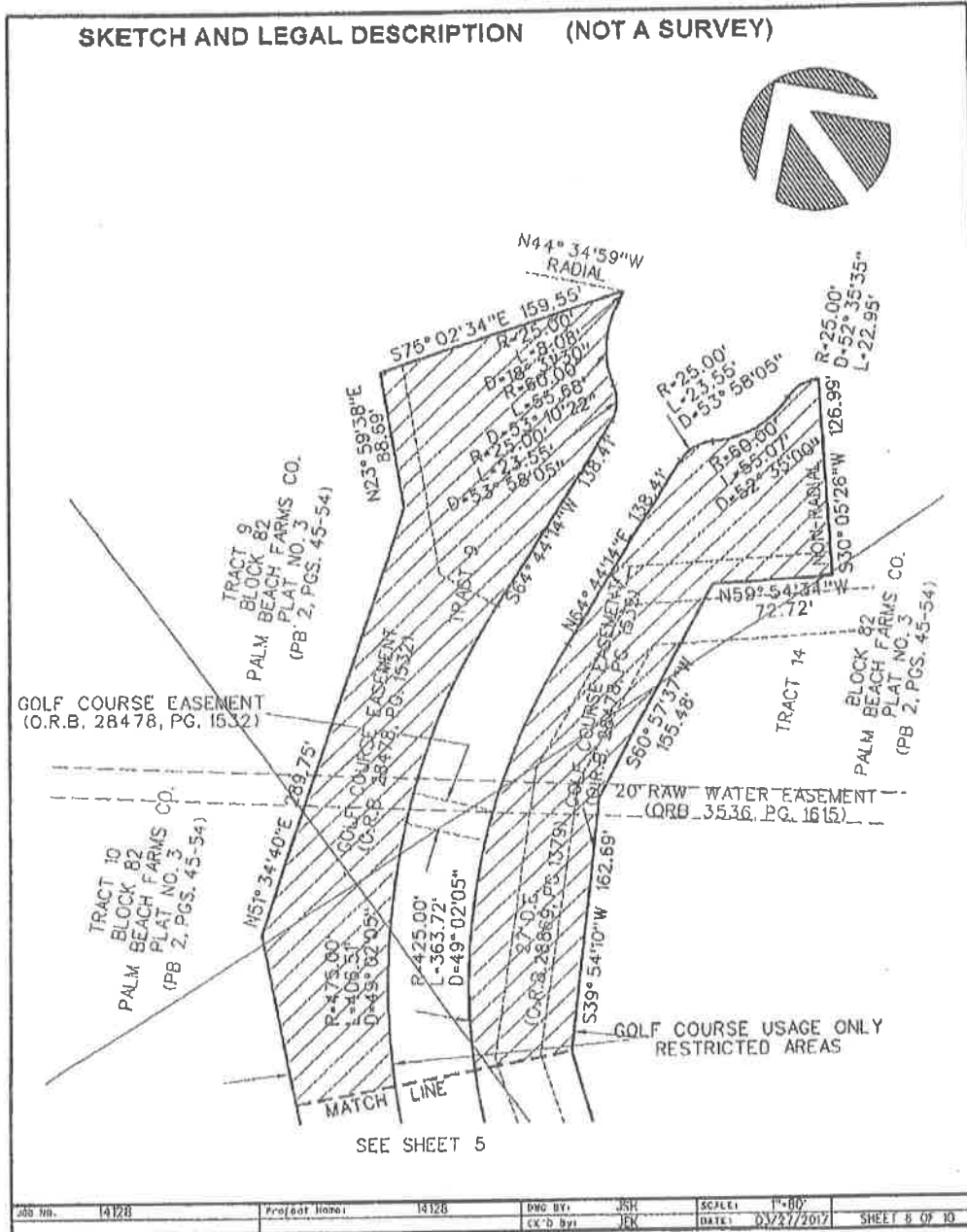


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GOLF COURSE USAGE ONLY RESTRICTED AREA

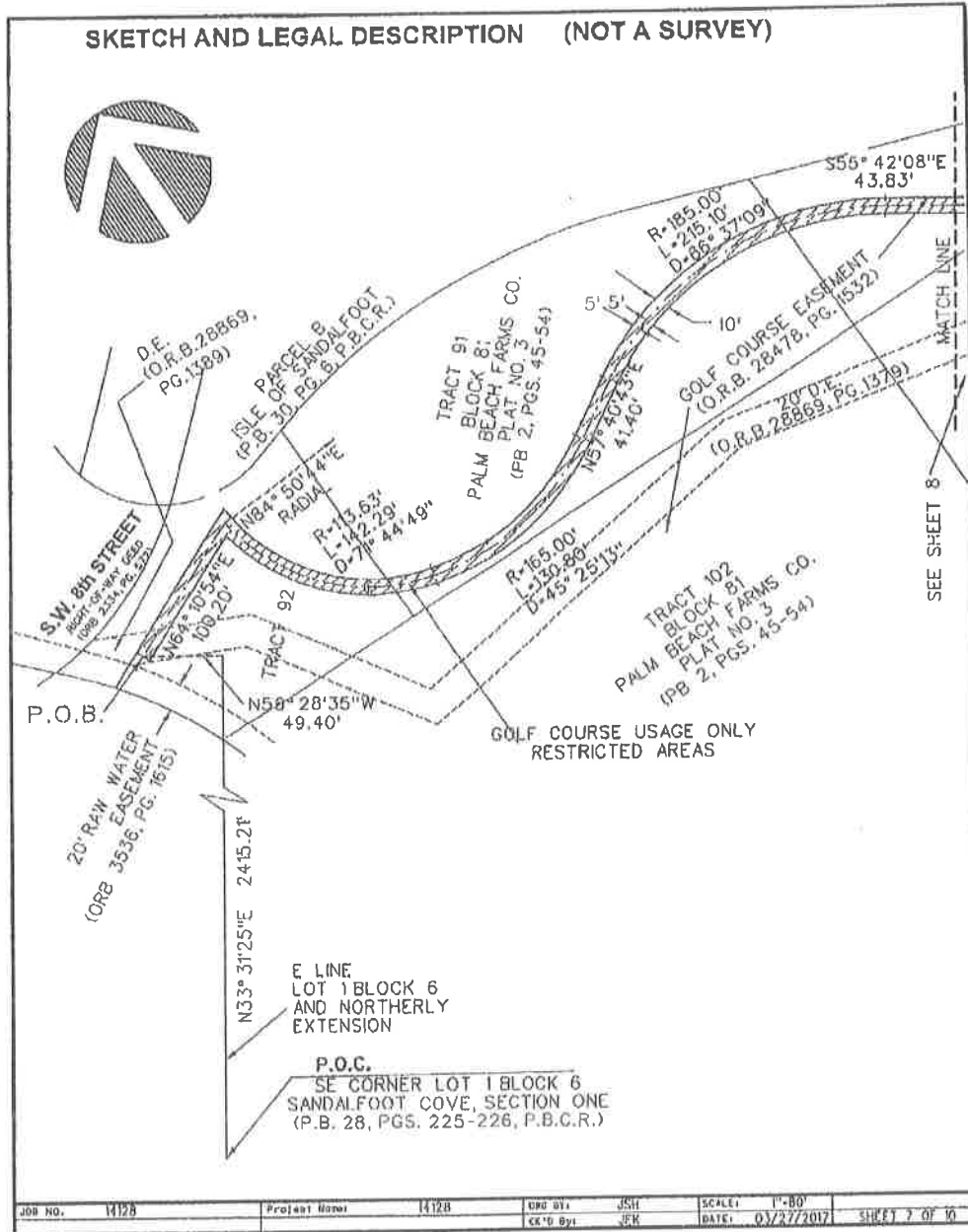


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GOLF COURSE USAGE ONLY RESTRICTED AREA

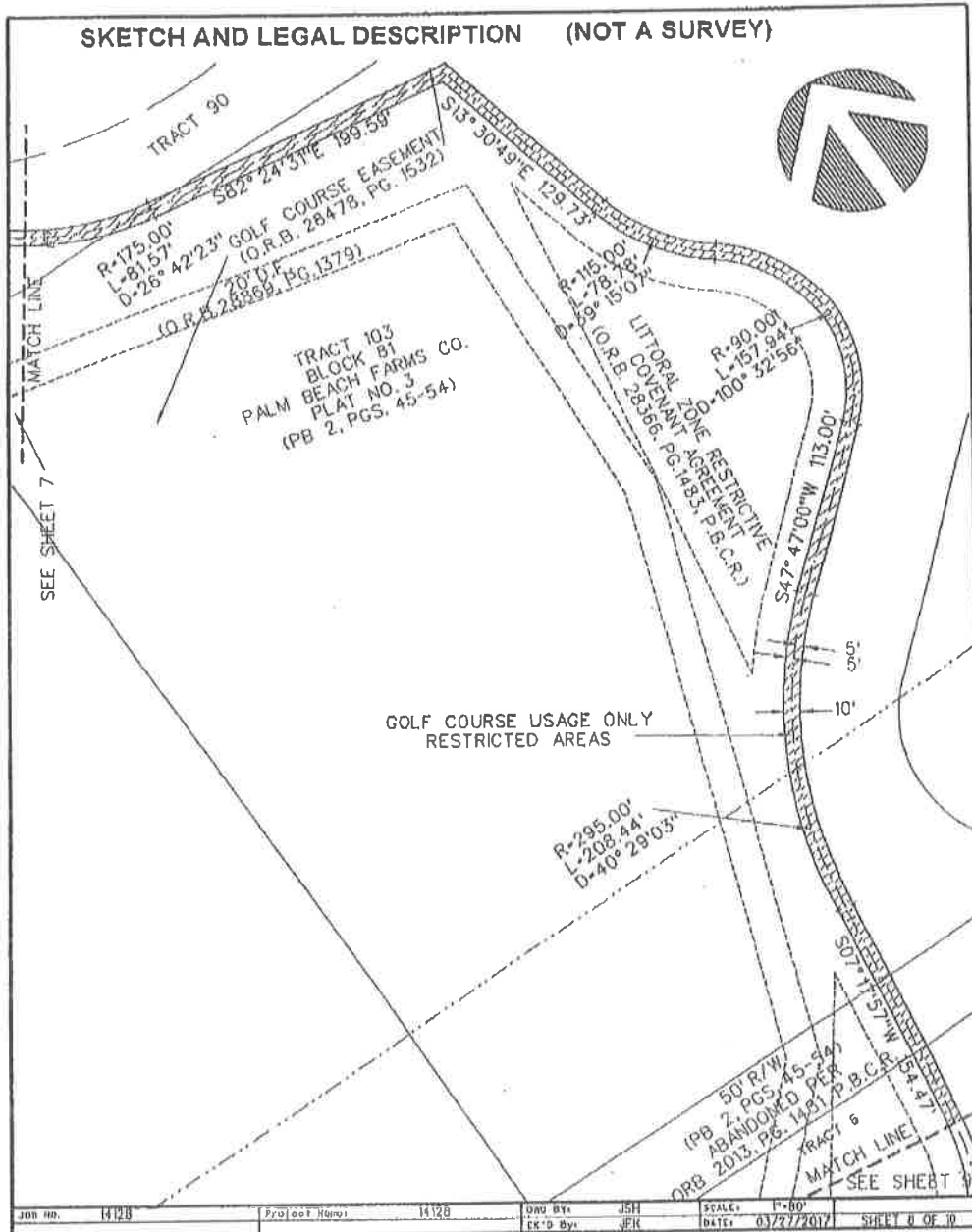


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GOLF COURSE USAGE ONLY RESTRICTED AREA

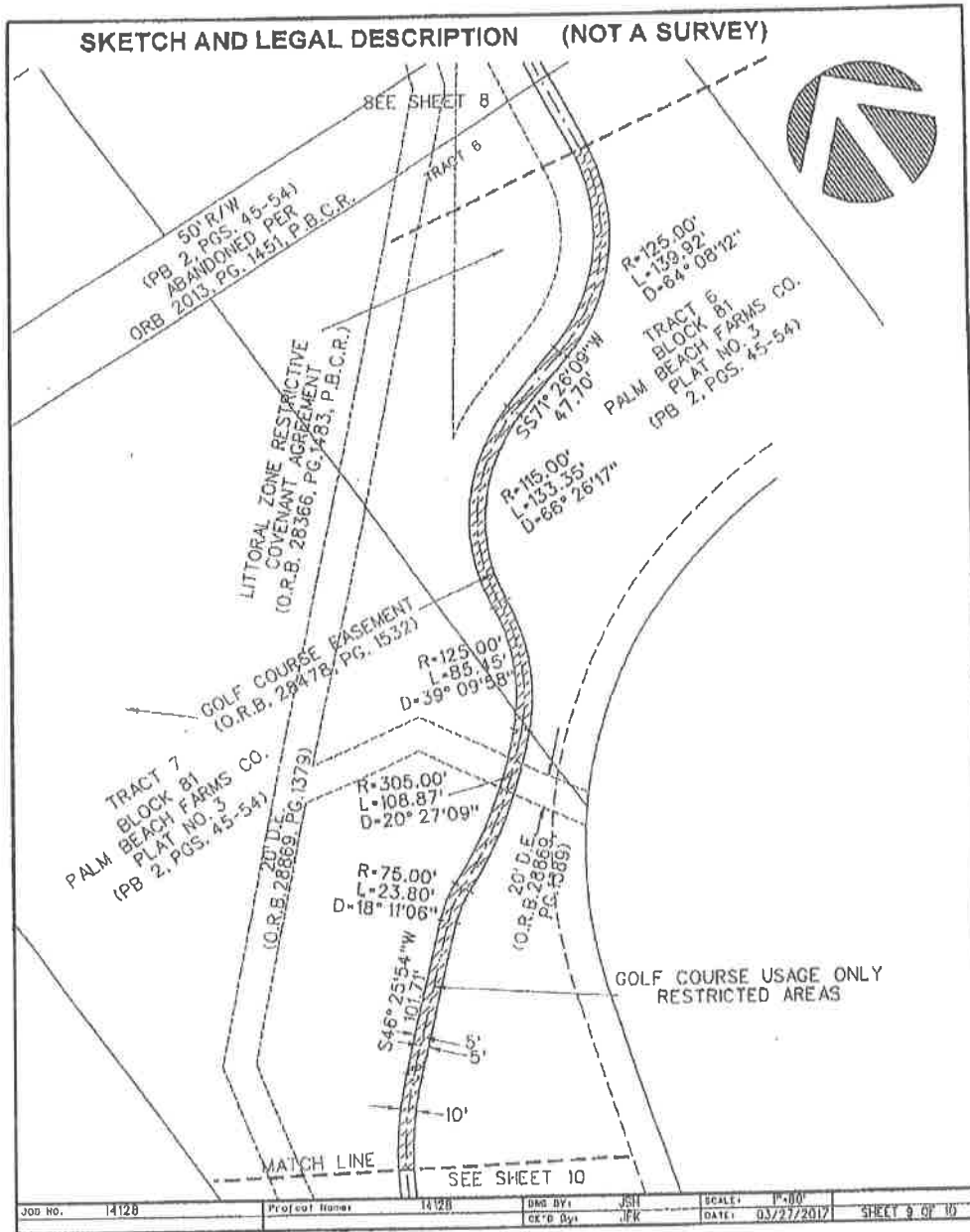


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GOLF COURSE USAGE ONLY RESTRICTED AREA

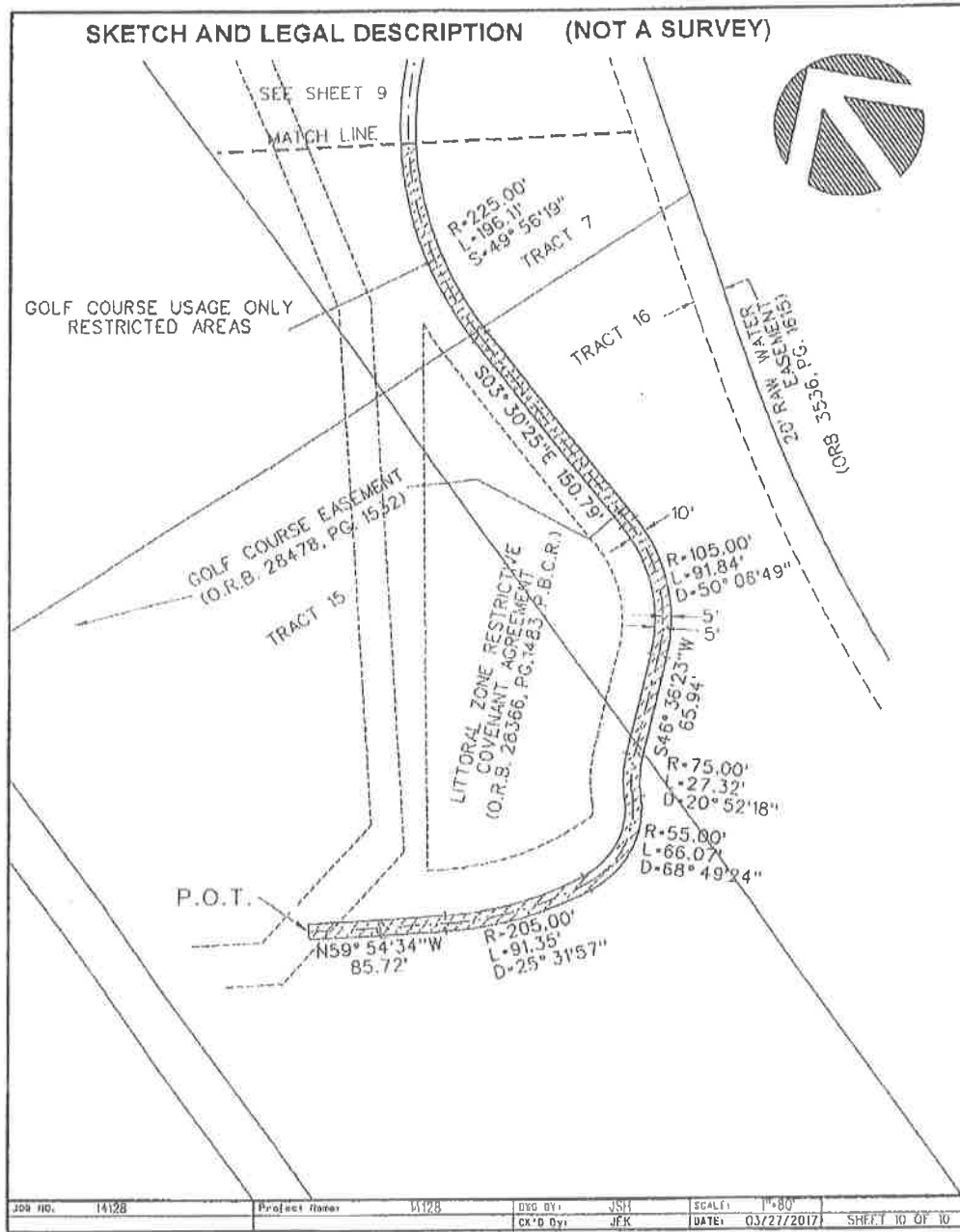


EXHIBIT "B - 3"
GOLF COURSE USAGE ONLY RESTRICTED AREA

EXHIBIT "C"
EXISTING STORMWATER FEATURES

KEY



BLACK SHADED AREAS CONTAIN EXISTING STORMWATER
FEATURES AS DESCRIBED IN PARAGRAPH 2 OF THE FOREGOING
DOCUMENT

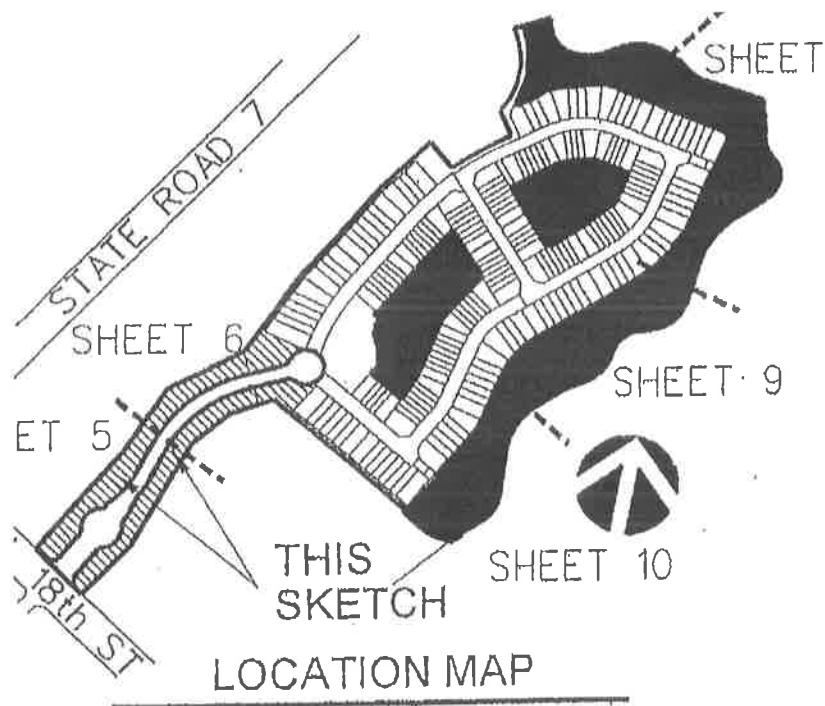
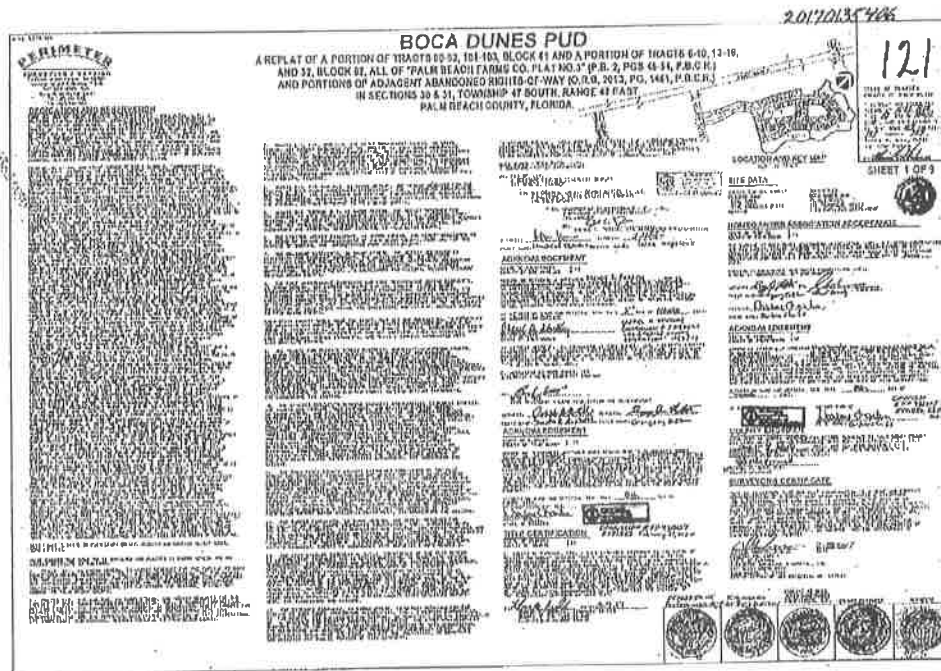
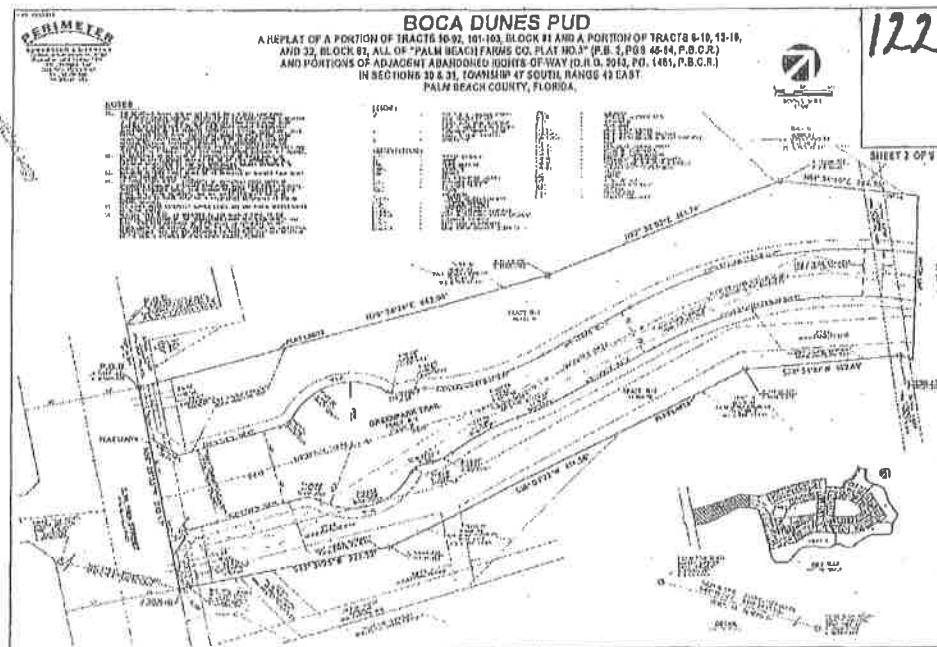


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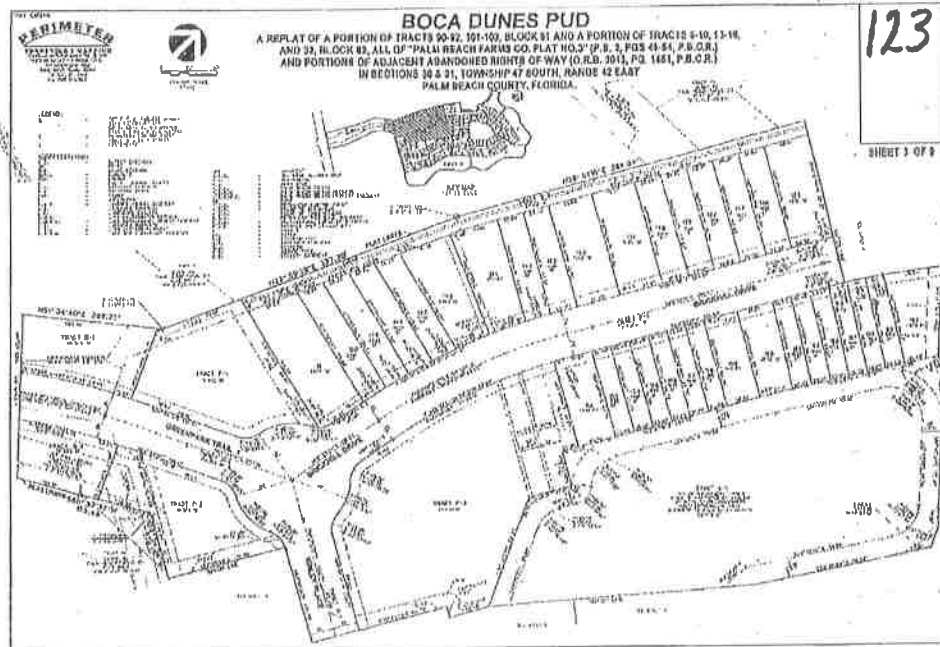
Plat of Boca Dunes PUD, recorded at Palm Beach County Plat Book 123 pages 121-129 and incorporated herein by reference

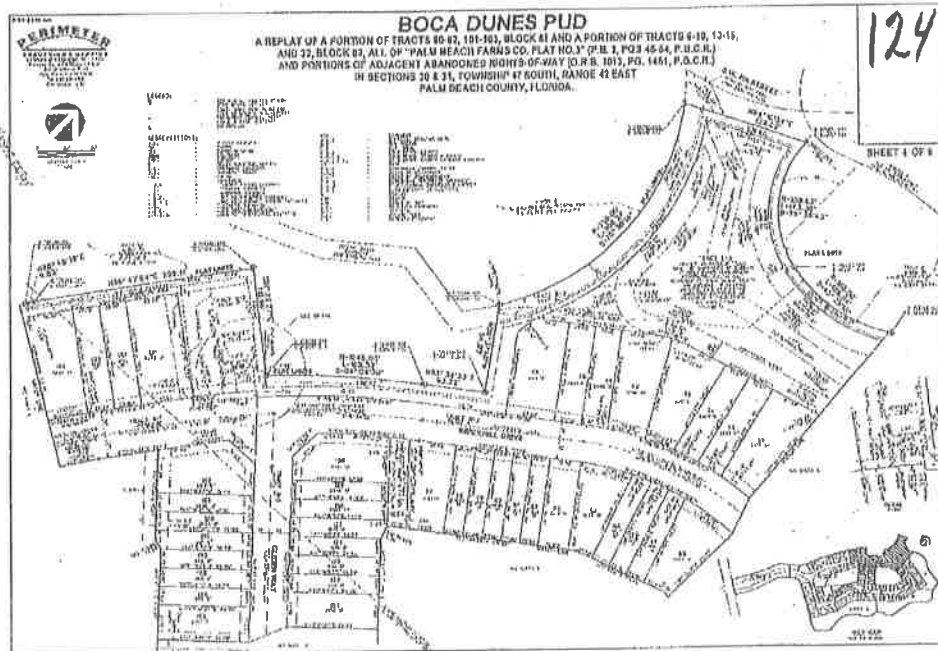




CFN 20180057061
BOOK 29649 PAGE 521
45 OF 71

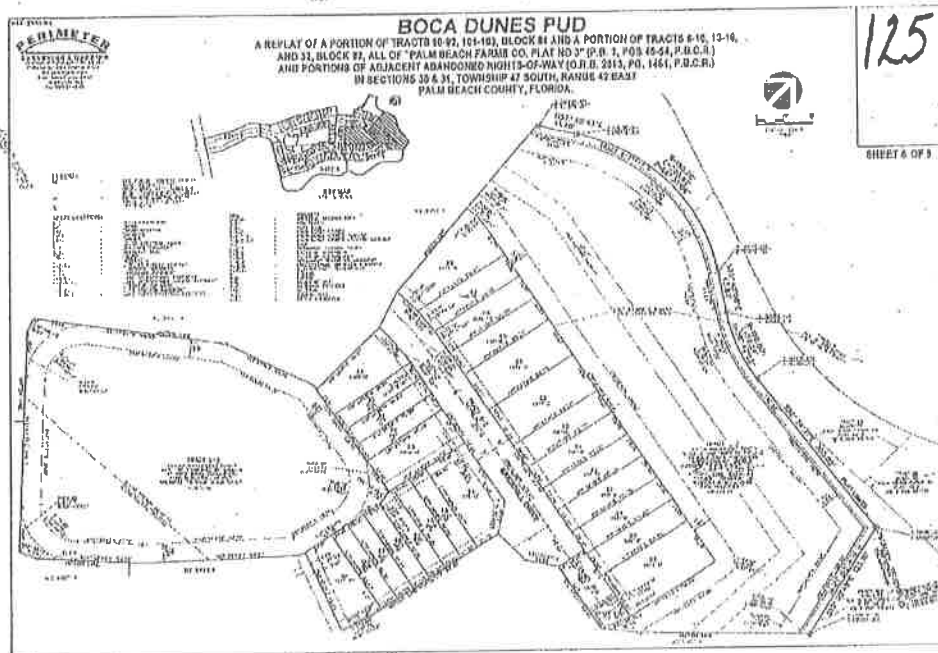
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BOOK 29258 PAGE 2002
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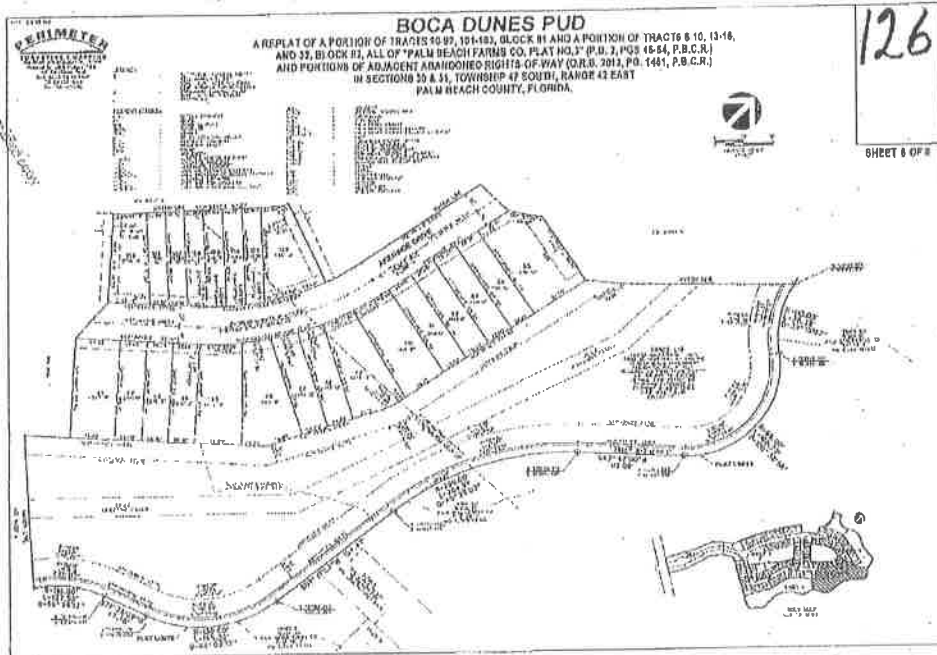
CFN 20180057061
BOOK 29649 PAGE 523
47 OF 71

CFN 20170276678
BOOK 29258 PAGE 2004
39 OF 43



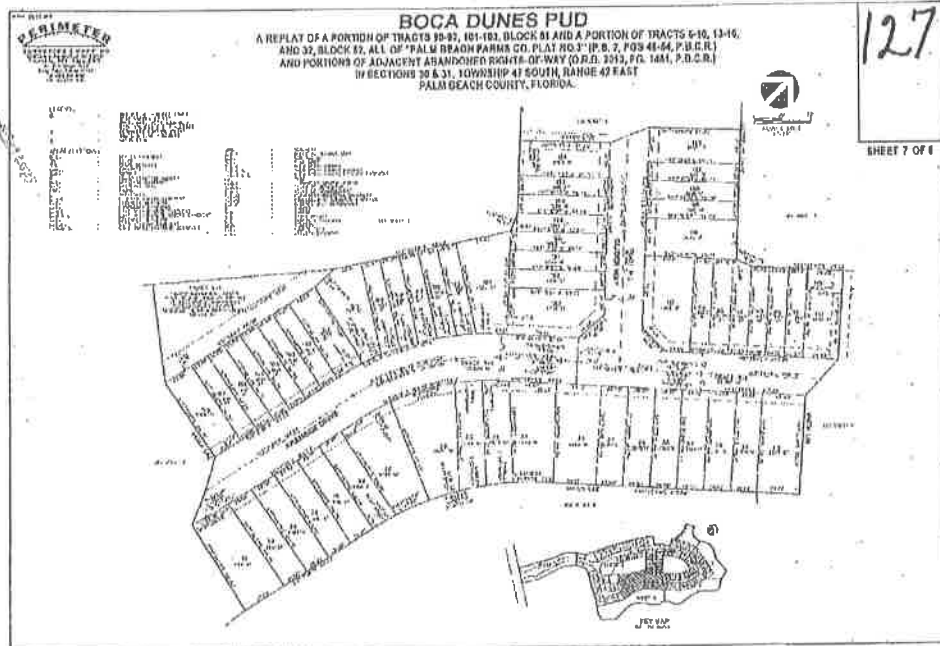
CFN 20180057061
BOOK 29649 PAGE 524
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CFN 20170276678
BOOK 29258 PAGE 2005
40 OF 43



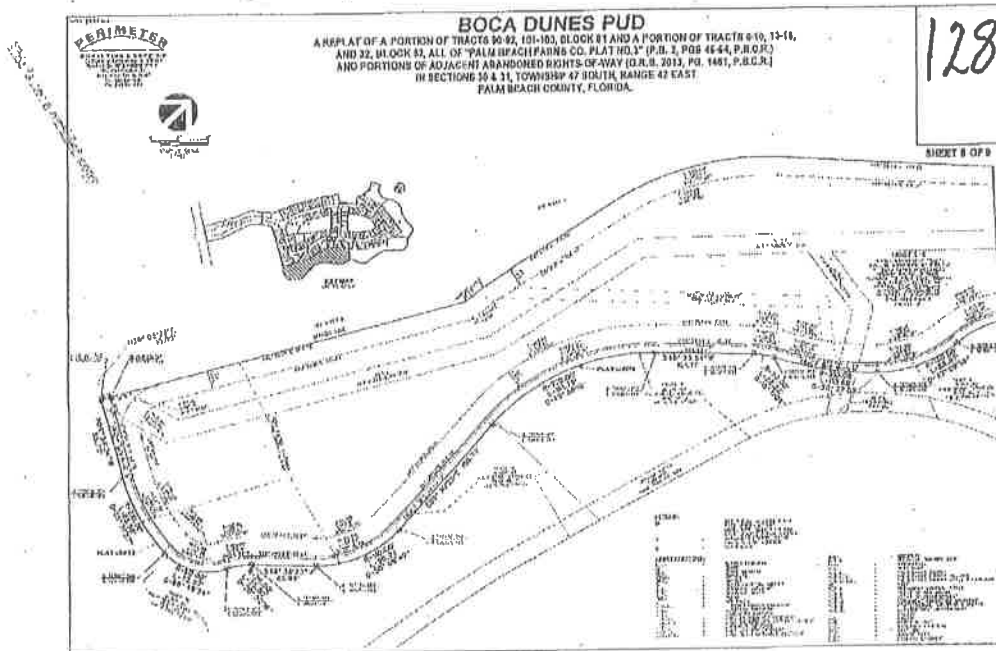
CFN 20180057061
BOOK 29649 PAGE 525
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CFN 20170276678
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BOOK 29649 PAGE 527
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CFN 20170276678
BOOK 29258 PAGE 2008
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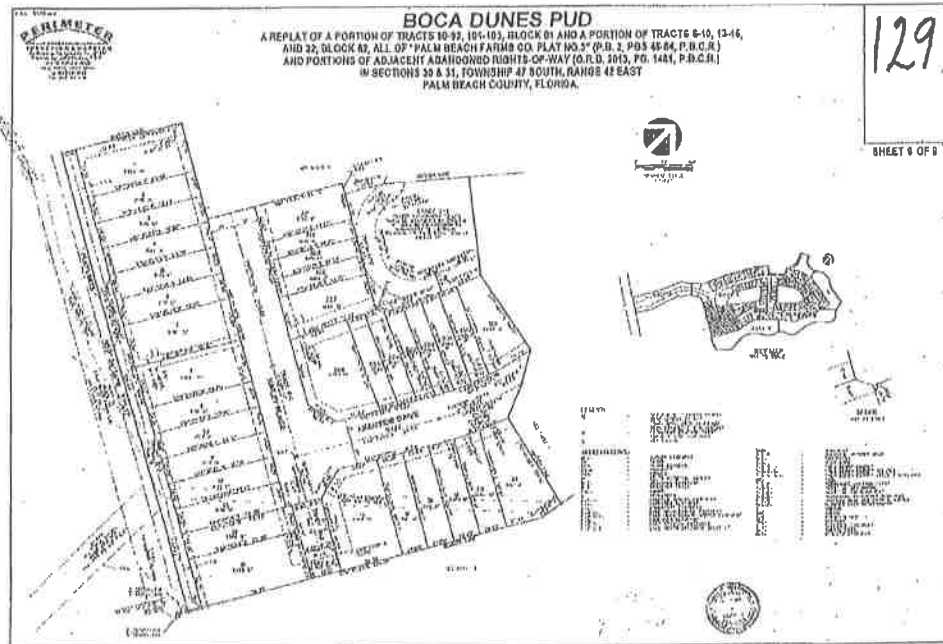


Exhibit B

Engineering Control and Maintenance Plan

#G295472 v3



AYDEN Environmental

**ENCLAVE AT BOCA DUNES
SW 65TH AVE. & SW 18TH ST.
BOCA RATON, FLORIDA**

FDEP COM_344702

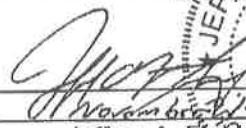
LME AND ACCESS ROADWAY ENGINEERING CONTROL MAINTENANCE PLAN

**K. Hovnanian
at Boca Dunes, LLC**

**NOVEMBER 2017
PROJECT NO. 14-121**

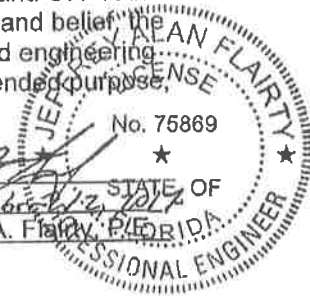
STATEMENT OF PROFESSIONAL CERTIFICATION

I, the undersigned professional engineer registered in Florida, certify that I have reviewed the engineered soil cap system for the onsite lake maintenance easements and the asphalt covering for the access roadway system at the Enclave at Boca Dunes development located at SW 65th Avenue and SW 18th Street, Boca Raton, Florida and that, to the best of my knowledge and belief, the onsite engineering controls are consistent with commonly accepted engineering practices, are appropriately designed and constructed for their intended purpose, and have been implemented.

Signature: 

Date: November 12, 2017

Licensee Name: Jeffrey A. Flarty



Florida P.E. Registration No. 75869

Ayden Environmental LLC
517 SW 13th Street
Fort Lauderdale, Florida 33315
Certificate of Authorization No. 30334

STATEMENT OF PROFESSIONAL CERTIFICATION

I, the undersigned professional engineer registered in Florida, certify that I am in responsible charge of the preparation and production of the Engineering Control and Maintenance Plan for the Enclave at Boca Dunes development located at SW 65th Avenue and SW 18th Street, Boca Raton, Florida and that, to the best of my knowledge and belief, the information submitted herewith satisfies the requirements set forth in Rule 62-780 of the Florida Administrative Code.

Signature: 

Date: November 16, 2023

Licensee Name: Jeffrey A. Blair



Florida P.E. Registration No. 75869

Ayden Environmental LLC
517 SW 13th Street
Fort Lauderdale, FL 33315
Certificate of Authorization No. 30334

Introduction

This document is the Engineering Control Maintenance Plan (ECMP) for the Enclave at Boca Dunes residential development located at SW 65th Avenue and SW 18th Street, Boca Raton, Florida. This ECMP is for an engineered cap system consisting of the paved entry road and onsite lake maintenance easements (LMEs) located around the perimeter of the two (2) stormwater lakes within the interior of the Enclave at Boca Dunes development in accordance with the requirements of subsection 62-780.680(7) of the Florida Administrative Code. The maintenance activities relate to the soil cover and impervious asphalt roadway occupying the area over a localized region of contaminated soil on-site.

More site-specific information about this property may be found in the case file located at the Florida Department of Environmental Protection (FDEP) – Southeast District offices in West Palm Beach, Florida.

Description of Contamination

Elevated concentrations of arsenic are present in the soil from a depth of two (2) feet below the ground surface to the groundwater table within the Enclave at Boca Dunes development as defined on the attached **Sheet 1**.

Description of the Soil Cover and Impermeable Cap to be Maintained

This EMCP addresses an engineered cap system specific to the LMEs and the paved entry roadway within the Enclave at Boca Dunes development. The LMEs within the Enclave at Boca Dunes development have a permanent soil cover consisting of a minimum two (2) foot thick layer of clean and uncontaminated soil that prevents human exposure which complies with the Florida Residential Direct Exposure Soil Cleanup Target Level of 2.1 mg/kg for arsenic. The paved access roadway is an impervious surface preventing access to the contaminated soil beneath the roadway. The portions of the Enclave at Boca Dunes development covered by the permanent soil cover LMEs are depicted in light blue outlines on the attached **Sheet 1** and in more detail on the attached Perimeter Surveying LME Sketch and Legal (**Attachment A**). The portions of the Enclave at Boca Dunes development covered by the impervious surface access roadway are depicted in red outlines on the attached **Sheet 1** and in more detail on the attached Perimeter Surveying Access Roadway Sketch and Legal (**Attachment B**).

Engineered Cap System Purpose

The impermeable surface and soil cover over the contaminated soil serve as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

Both the asphalt impermeable surface and soil cover overlying the contaminated soil, as depicted in **Sheet 1**, will be inspected once a year, normally in the fall after the nominal rainy season, for deterioration, cracks and other potential problems that can cause additional exposure to underlying soils. The inspections will be performed by the property owner or their designated representative. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any

repairs will be maintained by the property owner and is included as **Attachment C**, ECMP Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be kept at the address of the property owner and available for submittal or inspection by FDEP representatives upon their request.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling of the soil cover. In the event that necessary maintenance activities within the LMEs or open space areas expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and require the use of appropriate personal protection equipment.

The owner must also sample any soil that is excavated from the site to ascertain if contamination remains. Should the excavated soil exhibit arsenic concentrations exceeding 2.1 mg/kg, the soil must be either: 1) re-interred within the LMEs below two feet of clean soil, 2) re-interred beneath the impervious surface access roadway; or 3) the excavated soil must be disposed of by the owner in accordance with applicable local, state and federal law.

The property owner, in order to maintain the integrity of the engineered cap system, will maintain a copy of this ECMP on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

Prohibition of Activities and Notification of FDEP Prior to Actions Affecting a Cover or Cap

The following activities are prohibited on any portion of the Enclave at Boca Dunes development where the engineered cap system is required, unless prior written approval has been obtained from the FDEP: 1) removal of the existing barrier; 2) replacement with another barrier; 3) grading of the land surface; 4) filling on capped or paved areas; or 5) construction or placement of a building or other structure.

Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can only be amended or withdrawn by the property owner and its successors with the written approval of FDEP.



ATTACHMENT A

LME SKETCH AND LEGAL DESCRIPTION



EXHIBIT "B - 1"

947 Clint Moore Road Boca Raton, Florida 33487		PERIMETER SURVEYING & MAPPING Certificate of Authorization No. LB7284		Tel: (561) 241-9988 Fax: (561) 241-5182	
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) INTERIOR LAKE L.M.E. SOIL RESTRICTED AREAS					
LEGAL DESCRIPTION - NORTH A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 102 BLOCK 81, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33° 31' 25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 2055.81 FEET; THENCE SOUTH 56° 28' 35" EAST, A DISTANCE OF 329.55 FEET TO THE POINT OF BEGINNING OF THE LEFT (OUTSIDE) LINE OF SAID 20.00 FOOT STRIP OF LAND; THENCE NORTH 53° 34' 33" EAST, A DISTANCE OF 139.86 FEET; THENCE NORTH 71° 23' 01" EAST, A DISTANCE OF 101.44 FEET; THENCE SOUTH 79° 39' 01" EAST, A DISTANCE OF 84.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 91° 59' 51", A DISTANCE OF 94.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12° 20' 50" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 42° 53' 43" WEST, A DISTANCE OF 164.23 FEET; THENCE SOUTH 48° 28' 45" WEST, A DISTANCE OF 68.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 88° 43' 42", A DISTANCE OF 91.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42° 47' 33" WEST, A DISTANCE OF 133.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 96° 22' 06", A DISTANCE OF 99.23 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 19,370 SQUARE FEET, MORE OR LESS, THE RIGHT LINE OF SAID STRIP OF LAND BEING THE INTERIOR LINE OF SAID CONTINUOUS STRIP.					
CERTIFICATION I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.  JEFF S. HUDAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111					
Project Name: BOCA DUNES		DATE: 03/23/2017			
JOB NO.: 14128		DWD BY: JSH			
		CK'D BY: JEX		SHEET 1 OF 5	

EXHIBIT "B-1"

INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

947 Clint Moore Road Boca Raton, Florida 33487	 PERIMETER SURVEYING & MAPPING Certificate of Authorization No. LB7284	Tel: (561) 241-9988 Fax: (561) 241-6182
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)		
LEGAL DESCRIPTION - SOUTH A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACTS 8 AND 9 BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF RIGHT-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33°31'25" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1408.25 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 287.03 FEET TO THE POINT OF BEGINNING OF THE LEFT (OUTSIDE) LINE OF SAID 20.00 FOOT STRIP OF LAND; THENCE NORTH 29°51'16" EAST, A DISTANCE OF 172.78 FEET; THENCE NORTH 32°08'39" EAST, A DISTANCE OF 113.90 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 105°03'48", A DISTANCE OF 100.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°47'33" EAST, A DISTANCE OF 90.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 75°57'31", A DISTANCE OF 72.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°09'58" WEST, A DISTANCE OF 188.09 FEET; THENCE SOUTH 02°56'48" WEST, A DISTANCE OF 28.04 FEET; THENCE SOUTH 12°11'39" WEST, A DISTANCE OF 185.00 FEET; THENCE SOUTH 20°03'25" WEST, A DISTANCE OF 27.99 FEET; THENCE SOUTH 25°08'47" WEST, A DISTANCE OF 28.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 94°56'39", A DISTANCE OF 91.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 19.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 77°01'08", A DISTANCE OF 73.93 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT A; THENCE NORTH 24°55'27" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 124.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 54°09'49", A DISTANCE OF 51.99 FEET TO THE POINT OF TANGENCY; THENCE NORTH 29°14'22" EAST, A DISTANCE OF 18.25 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT B, SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 48°00'48" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 71°50'29", A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 26,589 SQUARE FEET, MORE OR LESS. THE RIGHT LINE OF SAID STRIP OF LAND BEING THE INTERIOR LINE OF SAID CONTINUOUS STRIP. THE RIGHT LINE OF SAID STRIP OF LAND TO INCLUDE TANGENT CURVES WITH RADIUS POINTS COINCIDENT WITH REFERENCE POINTS A AND B.		
Project Notes: BOCA DUNES	Dwg By: JSH Ck'd By: JEK	DATE: 03/23/2017 SHEET 2 OF 5

EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

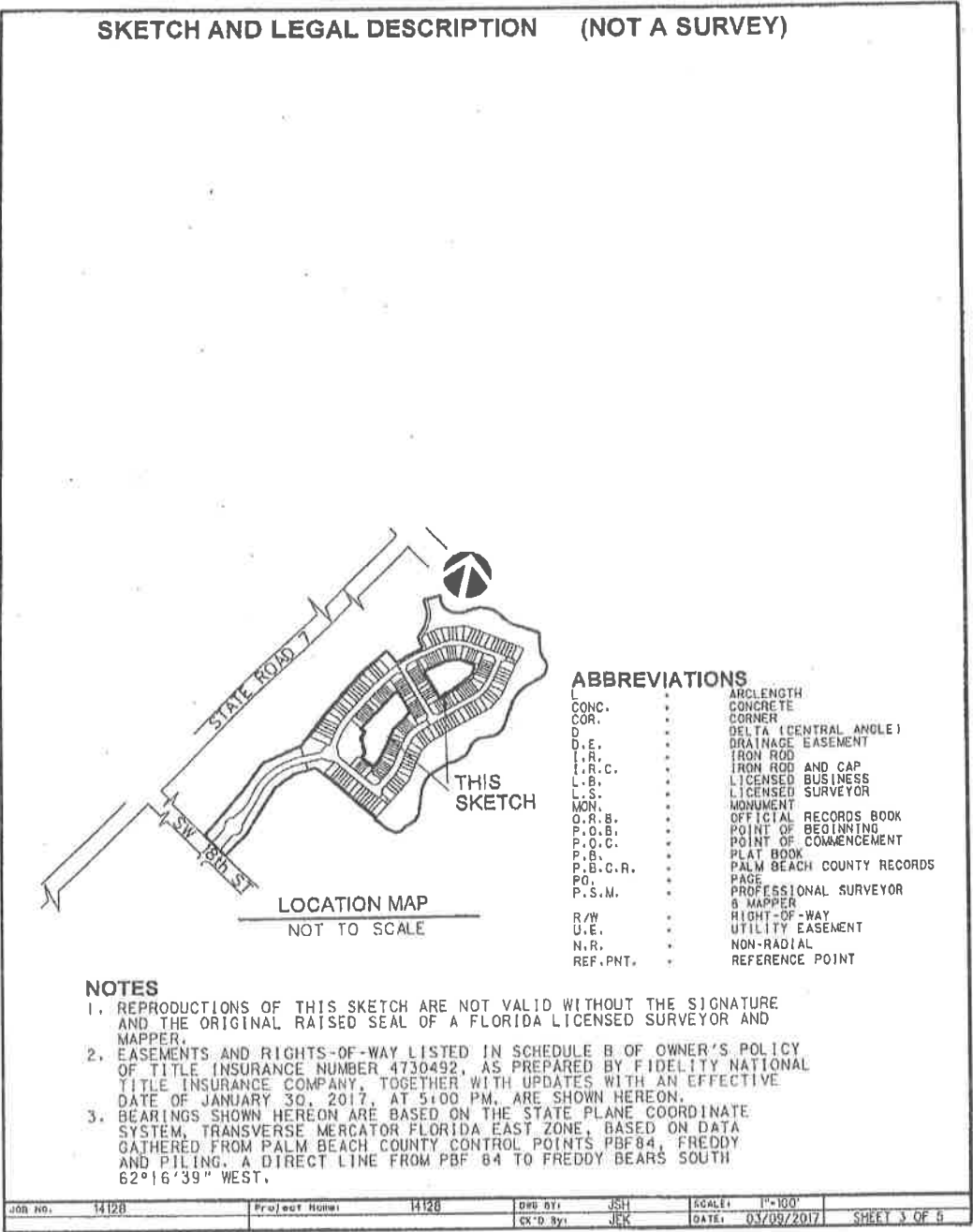


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

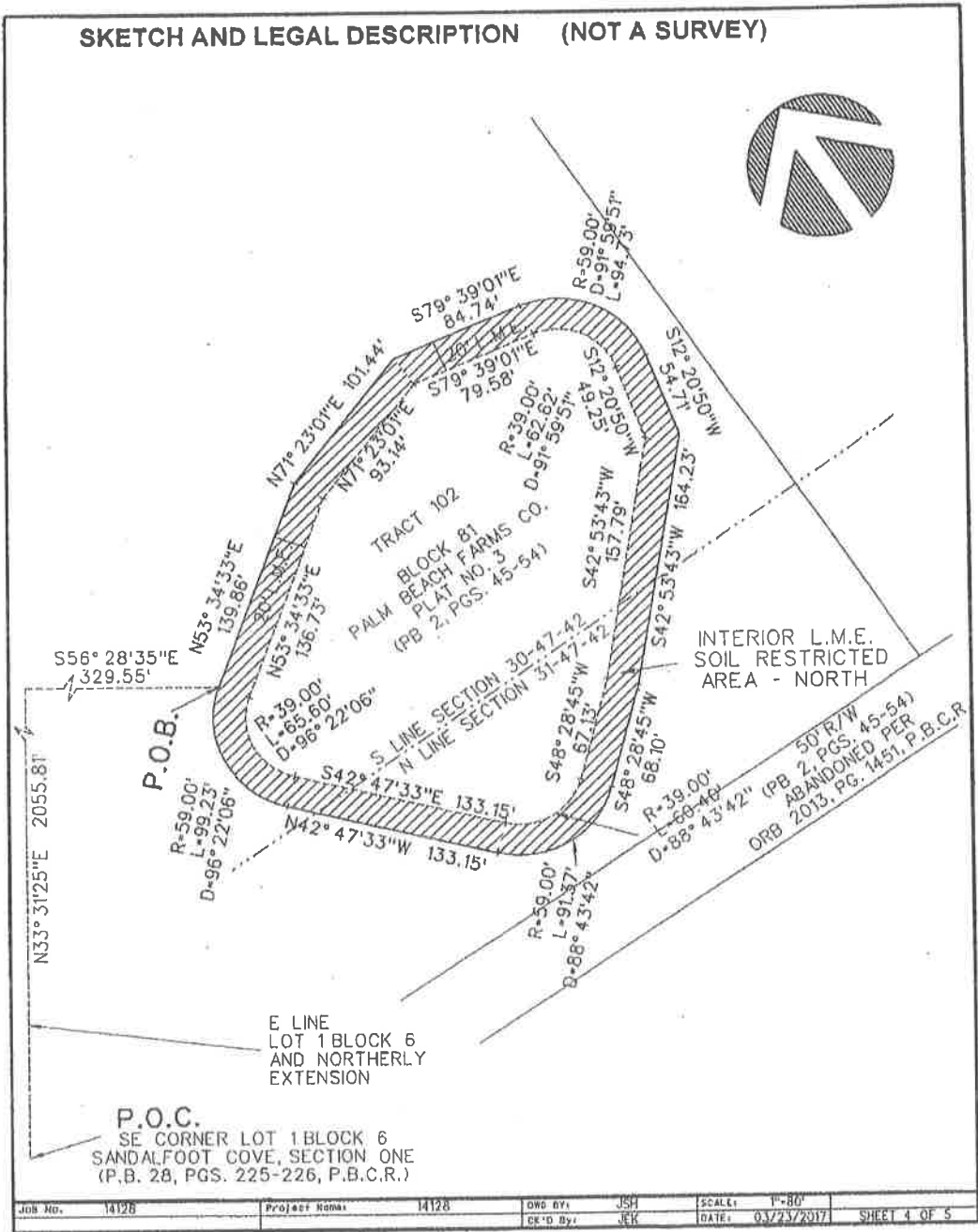


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

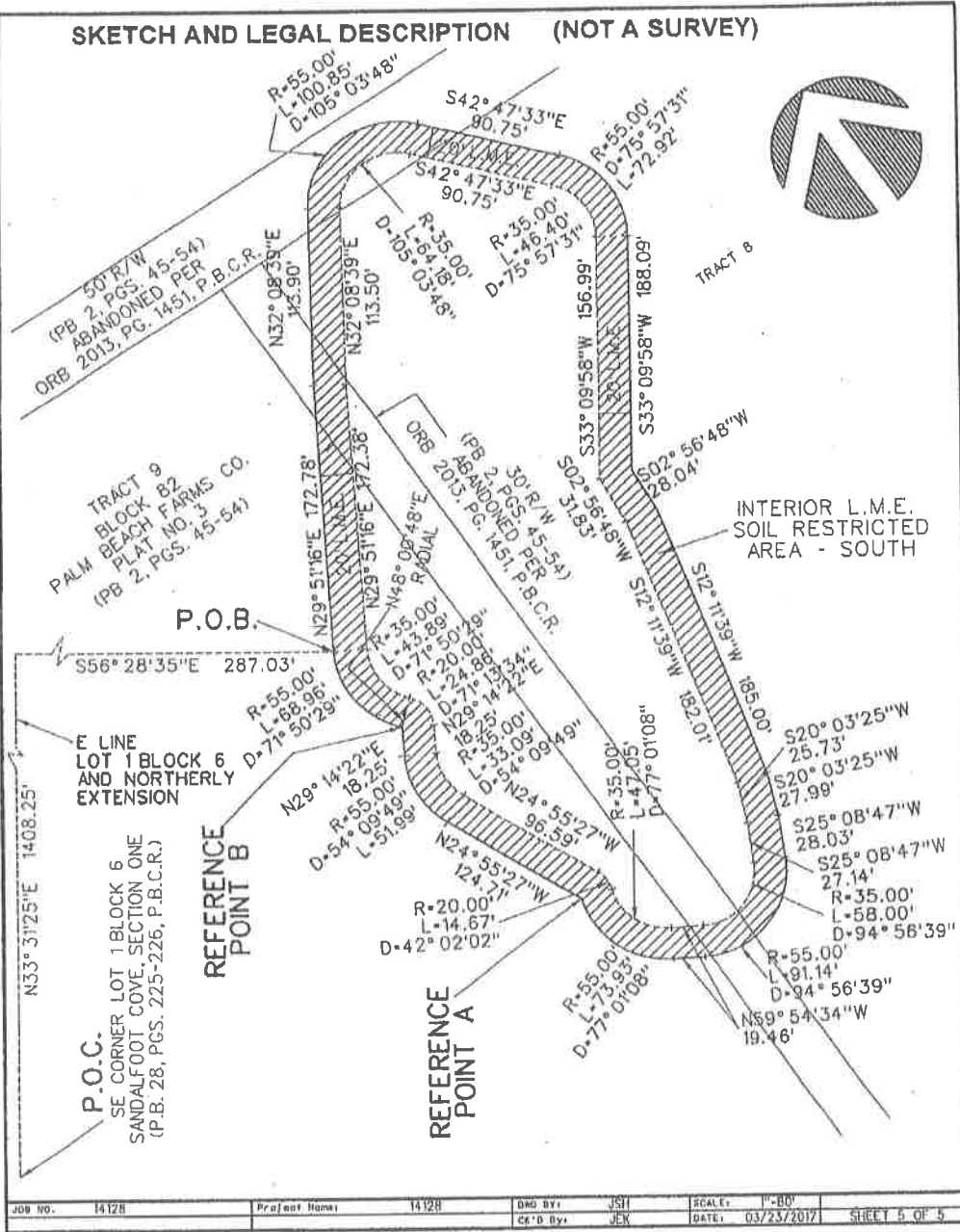


EXHIBIT "B-1"
INTERIOR LAKE L.M.E. SOIL RESTRICTED AREA

ATTACHMENT B

ACCESS ROADWAY SKETCH AND LEGAL DESCRIPTION



EXHIBIT "B - 2"

947 Clint Moore Road Boca Raton, Florida 33487		PERIMETER SURVEYING & MAPPING Certificate of Authorization No. LB7204		Tel: (561) 241-9988 Fax: (561) 241-6182	
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) ENTRY ROAD - SOIL RESTRICTED AREA					
LEGAL DESCRIPTION A PORTION OF TRACTS 9, 13, 14, 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE SOUTH 56° 28' 35" EAST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON "PLAT 106 BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 121.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76° 14' 26" EAST, A DISTANCE OF 36.74 FEET; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 109.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45° 21' 21", A DISTANCE OF 19.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF 93° 32' 44", A DISTANCE OF 110.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 48° 11' 23", A DISTANCE OF 12.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 28° 57' 26" EAST, A DISTANCE OF 10.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 14° 15' 43", A DISTANCE OF 16.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF 27° 31' 01", A DISTANCE OF 132.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15° 42' 09" EAST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 49° 02' 05", A DISTANCE OF 406.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 64° 44' 14" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53° 58' 05", A DISTANCE OF 23.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, SOUTHEASTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 287° 56' 10", A DISTANCE OF 301.53 FEET TO THE POINT OF REVERSE					
CERTIFICATION I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. JEFF S. HEDAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111					
Project Name: BOCA DUNES		DATE: 03/23/2017			
JOB NO. 1412B		DND BY: JSH			
CK'D BY: JEK		SHEET 1 OF 4			

EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $53^{\circ}58'05''$, A DISTANCE OF 23.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $64^{\circ}44'14''$ WEST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF $49^{\circ}02'05''$, A DISTANCE OF 363.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $15^{\circ}42'09''$ WEST, A DISTANCE OF 102.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 324.99 FEET AND A CENTRAL ANGLE OF $09^{\circ}53'24''$, A DISTANCE OF 56.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 274.99 FEET AND A CENTRAL ANGLE OF $16^{\circ}39'36''$, A DISTANCE OF 79.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF $20^{\circ}01'30''$, A DISTANCE OF 22.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $28^{\circ}57'26''$ WEST, A DISTANCE OF 12.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF $48^{\circ}11'23''$, A DISTANCE OF 12.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET AND A CENTRAL ANGLE OF $93^{\circ}32'44''$, A DISTANCE OF 110.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $45^{\circ}21'21''$, A DISTANCE OF 19.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $28^{\circ}57'26''$ WEST, A DISTANCE OF 120.18 FEET; THENCE SOUTH $13^{\circ}45'34''$ EAST, A DISTANCE OF 33.92 FEET; THENCE NORTH $56^{\circ}28'35''$ WEST, ALONG THE NORTH LINE OF SAID S.W. 18TH STREET, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 1.818 ACRES, MORE OR LESS.



ABBREVIATIONS

CONC.	•	ARC LENGTH
COR.	•	CONCRETE
D	•	CORNER
D.E.	•	DELTA (CENTRAL ANGLE)
I.R.	•	DRAINAGE EASEMENT
I.R.C.	•	IRON ROD
L.B.	•	IRON ROD AND CAP
L.S.	•	LICENSED BUSINESS
MON.	•	LICENSED SURVEYOR
O.R.B.	•	MONUMENT
P.O.B.	•	OFFICIAL RECORDS BOOK
P.O.C.	•	POINT OF BEGINNING
P.B.	•	POINT OF COMMENCEMENT
P.B.C.R.	•	PLAT BOOK
P.G.	•	PALM BEACH COUNTY RECORDS
P.S.M.	•	PAGE
R/W	•	PROFESSIONAL SURVEYOR
U.E.	•	B MAPPER
N.R.	•	RIGHT-OF-WAY
REF.PNT.	•	UTILITY EASEMENT
		NON-RADIAL
		REFERENCE POINT

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY LISTED IN SCHEDULE B OF OWNER'S POLICY OF TITLE INSURANCE NUMBER 4730492, AS PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, TOGETHER WITH UPDATES WITH AN EFFECTIVE DATE OF JANUARY 30, 2017, AT 5:00 PM, ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR FLORIDA EAST ZONE, BASED ON DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS PBFB4, FREDDY AND PILING, A DIRECT LINE FROM PBF 84 TO FREDDY BEARS SOUTH $62^{\circ}16'39''$ WEST.

JOB NO.	14128	Project Name	14128	DWG BY:	JSI	SCALE:	1"=100'
				CHK'D BY:	JFK	DATE:	03/23/2017
							SHEET 2 OF 4

EXHIBIT "B - 2" ENTRY ROAD - SOIL RESTRICTED AREA

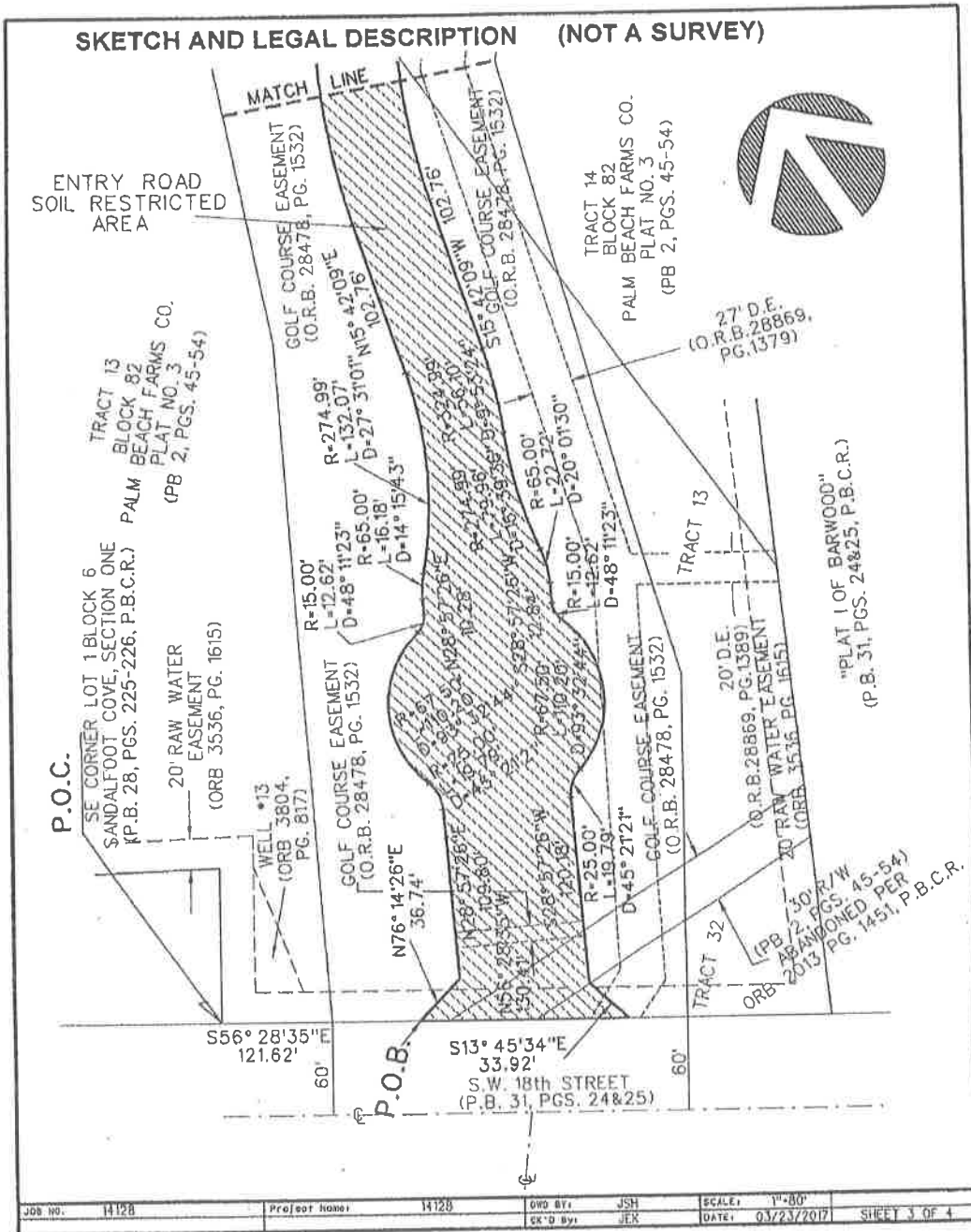


EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

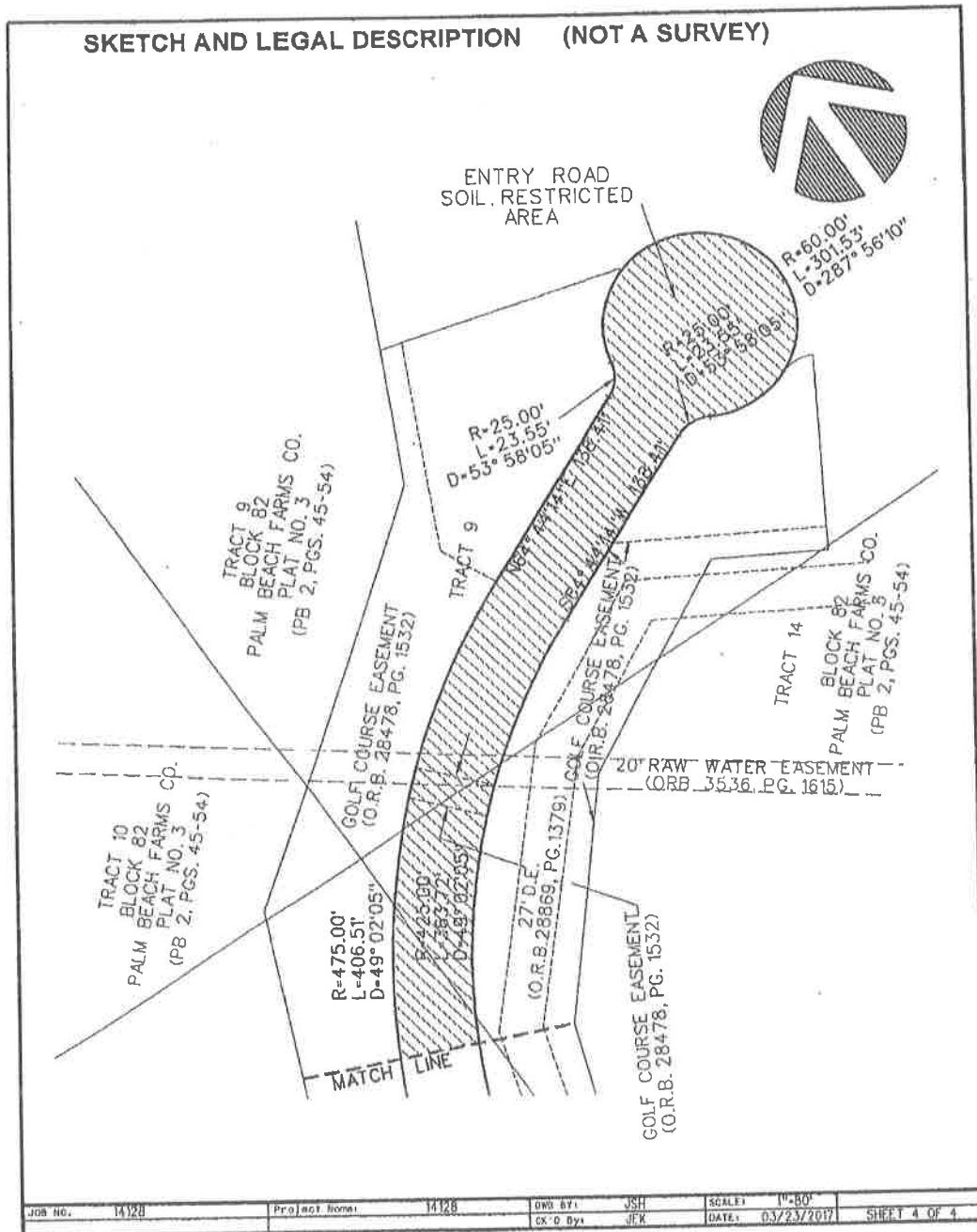


EXHIBIT "B - 2"
ENTRY ROAD - SOIL RESTRICTED AREA

ATTACHMENT C

ECMP INSPECTION LOG



Attachment A
ENCLAVE AT BOCA DUNES
LAKE MAINTENANCE EASEMENTS / ENTRANCE ROADWAY
INSPECTION and MAINTENANCE LOG

Inspection Date	Inspector	Condition of Engineered Cap	Recommendations	Has recommended maintenance from previous inspection been implemented?

**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**

General Counsel
Hotwire Communications, Ltd.
1 Belmont Ave
Suite 1100
Bala Cynwyd, PA 19004

This space reserved for Recorders use only

GRANT OF TELECOMMUNICATIONS EASEMENT

THIS GRANT OF TELECOMMUNICATIONS EASEMENT(the "Easement") is conveyed this 13 day of January, 2016 by K. Hovnanian at Boca Dunes, LLC, a limited liability company, authorized to do business in Florida, its successors and assigns (together "Grantor"), whose address is 3601 Quantum Blvd., Boynton Beach, Florida 33426, to **HOTWIRE COMMUNICATIONS, LTD**, its successors and assigns (together "Grantee"), whose address is 1 Belmont Ave, Suite 1100, Bala Cynwyd, PA 19004.

WHEREAS, Grantor is the owner of that certain real property located in Palm Beach County, Florida commonly known as Whispering Lakes, located at 1400 SW 65th Ave., Boca Raton, FL 33428, as more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Grantor desires to grant, and Grantee desires to obtain, an easement (the "Easement") which shall, at all times and in all events, run with the land, in order to provide certain Services to the Property, as defined and in accordance with that certain Communication Services Installation and Service Agreement dated _____ (hereafter "the Agreement").

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of One Dollar (\$1.00) paid by Grantee to Grantor the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, the full and uninterrupted right, right of way, privilege, easement and authority to enter upon the Property from time to time, at such times as the Grantee shall deem necessary for the construction, installation, maintenance and operation of telecommunication facilities, such facilities to include, without limitation telephone, television, internet access, security and other services on, about and within the Property, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for use as telecommunications, internet, cable television, security systems and other related services, and other such facilities Grantee deems desirable for providing telephone and cable

television services and other telecommunication services in, over, across and under the Property (the "Facilities"). The rights granted, herein, to Grantee specifically, and without limitation, include: (a) the right of Grantee to patrol, inspect, alter, improve, repair, build, rebuild, locate, relocate and move the Facilities; (b) the right for Grantee to change the quantity and type of the Facilities; (c) the right for Grantee to clear the Easement area of trees, limbs, undergrowth and other physical objects which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation and/or maintenance of the Facilities; (d) the reasonable right for the Grantee to enter upon the land of the Grantor adjacent to said Easement area for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonable, necessary or convenient for Grantee's safe and efficient installation, maintenance, operation and use of said Easement for the purposes described herein. Grantee's use of the provided Easement, however, shall not unreasonably interfere with Grantor's use or any resident's use or operation of the Property.

2. Grantor shall retain the right to move parts of Grantee's equipment in the case of an emergency, *provided, however*, Grantor shall have first attempted to notify Grantee of said emergency and Grantee cannot be respond to said emergency within a reasonable time period as determined by the nature of the emergency, and *provided, further*, that Grantor shall reimburse Grantee for any damages to said equipment and shall cooperate with Grantee to ensure that the relocated equipment is operational and fully compliant with all applicable building, electrical and fire codes. Grantee shall not be deemed to be in breach or default of the Agreement or of this Easement if the relocation of Grantee's Equipment by Grantor results in Service or System Disruptions or Outages, as defined in the Agreement.

3. Grantor hereby covenants and agrees that no buildings, facilities, wiring, structures or obstacles (except fences) shall be located, constructed, excavated or created within three (3) feet of the Easement area physically occupied by the Facilities (the "Facilities Area"). If fences are installed, they shall be placed so as to allow ready access to the Facilities. If Grantor's future orderly development of the Property physically conflicts with the location of the Facilities or encroaches upon the Facilities Area, Grantee shall, within ninety (90) days after receipt of written request from Grantor, relocate the Facilities to another mutually agreed upon area on the Property, *provided, however*, that prior to the relocation of the Facilities (a) Grantor shall pay to Grantee 60% of the expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated Facilities. Upon relocation of the Facilities, the Easement granted herein shall be deemed abandoned as to only that portion of Property formerly occupied by the Facilities.

4. [Reserved].

5. Grantor hereby warrants and covenants that: (a) Grantor is the legal owner of the Property in fee simple; (b) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and (c) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement free from interruption.

6. This Easement is given solely in connection with the delivery of Services to the Property and is limited to Grantee's obligation to provide Services to Grantor during the Term and any renewal Terms as set forth in the Agreement. This Easement is and shall be exclusive as to Grantee for the provision of Bulk Service(s) to the Property. Grantee shall have the right to continue using and exercising

to the fullest extent of the law all the rights and privileges granted in this Easement and the Facilities and Facilities Area to provide the Service(s) to the Property, on a non-exclusive basis following the cessation of provision of Bulk Services to the Property, Agreement. The rights and privileges granted to Grantee by Grantor pursuant to this Easement shall remain in effect for so long as Grantee continues to provide any Service(s) to the Property.

7. A failure or delay of Grantee to enforce any provisions of this Easement, or any right or remedy available under this Easement or at law or in equity, or to require performance of any of the provisions of this Easement, or to exercise any option which is provided under this Easement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

8. Any notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

If to Grantee: Hotwire Communications, Ltd.
1 Belmont Ave, Suite 1100
Bala Cynwyd, PA 19004
Attn: Kristin Johnson Karp, President
With copy to: General Counsel

If to Grantor: K. Hovnanian at Boca Dunes, LLC
3601 Quantum Blvd.
Boynton Beach, Florida 33426
Attn: Stuart Kennedy
With copy to:

9. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors, heirs and assigns that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties and their successors, heirs and assigns, any rights or remedies under or by reason of this Easement.

10. [Reserved].

11. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Easement, except to the extent expressly provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Easement.

12. The Easement shall be recorded in the Office for the Recorder of Deeds of Palm Beach County, Florida.

13. The covenants, terms, provisions and conditions contained herein shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective Parties to the Agreement. The covenants, terms, provisions, conditions, rights and obligations of this Easement shall be covenants running with the land, and the parties hereto agree for themselves and their successors, heirs, lessees and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity, the said covenants, terms, provisions, conditions, rights and obligations of this Easement shall be incorporated into any such deed of conveyance by reference to this Easement and the recording hereof as fully as if the same were contained therein.

14. [Reserved].

15. This Easement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

16. [Reserved].

17. If more than one person or entity is the owner of any Property subject to this Easement, then the liability of such persons or entities for compliance with and performance under this Easement with respect to such Property shall be joint and several.

18. Grantee shall repair all damage to the Property caused by Grantee's installation and maintenance activity and Grantee shall return the Property to its original condition prior to any such work at Grantee's sole cost and expense.

19. This Easement may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, intending to be legally bound.

WITNESS/ATTEST:

Stephanie L. Fisher
Signature of Witness

Stephanie L. Fisher
Print Witness Name

November L. Cary
Signature of Witness

NOVEMBER L. CARY
Print Witness Name

"GRANTOR":

K. Hovnanian at Boca Dunes, LLC

By: Stuart Kennedy
Title: Community Manager

Date: 1-13-16

STATE OF Florida)
COUNTY OF Palm Beach) ss

The foregoing instrument was acknowledged before me this 13 day of January, 2016 by

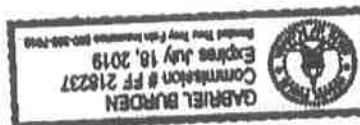
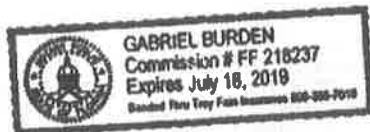
Stuart Kennedy the Community Manager
(Name) (Title)
of K Hovnanian Homes on behalf of said entity. he is
(Entity)

(personally known to me) or (has presented
as identification and did/did not take an oath.) (type of identification)

Witness my hand and official seal.

[Signature] Notary Public
(Print Name)

My commission expires: July 18, 2019



WITNESS/ATTEST:

Nikki Kucher
Signature of Witness

Nikki Kucher
Print Witness Name

Jessica Martorano
Signature of Witness

Jessica Martorano
Print Witness Name

"GRANTEE":

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its General
Partner

By: Kristin Johnson

Title: President

Date: 1/18/14

STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) ss

The foregoing instrument was acknowledged before me this 18th day of January,
2014 by
Kristin Johnson the President

Hotwire Communications, LLC, the General Partner of
of Hotwire Communications, Ltd. on behalf of said entity. she is
(Entity)
(personally known to me) or (has presented
as identification and did/did not take an oath.) (type of identification)

Witness my hand and official seal.

Jessica Smith
Jessica Smith Notary Public
(Print Name)

My commission expires: 6/6/18

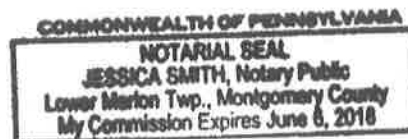


EXHIBIT A

CFN 20200013711
BOOK 31152 PAGE 949
7 OF 9

LEGAL DESCRIPTION OF PROPERTY

A PORTION OF TRACTS 90 THROUGH 92, AND 101 THROUGH 103, BLOCK 81, AND TRACTS 6 THROUGH 10, 13 THROUGH 16, 29, 30 AND 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33°31'25" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 65.70 FEET; THENCE NORTH 29°28'24" EAST, A DISTANCE OF 416.99 FEET; THENCE NORTH 22°32'02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34'40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59'38" EAST, A DISTANCE OF 327.70 FEET; THENCE NORTH 29°51'16" EAST, A DISTANCE OF 384.04 FEET; THENCE NORTH 28°48'38" EAST, A DISTANCE OF 9.82 FEET; THENCE NORTH 36°47'54" EAST, A DISTANCE OF 229.11 FEET; THENCE SOUTH 51°22'27" EAST, A DISTANCE OF 115.66 FEET TO A POINT ON THE ARC OF SAID CURVE, AT WHICH THE RADIUS POINT BEARS SOUTH 45°29'58" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1045.00 FEET AND A CENTRAL ANGLE OF 09°04'30", A DISTANCE OF 165.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°34'33" EAST, A DISTANCE OF 63.22 FEET; THENCE NORTH 35°31'46" WEST, A DISTANCE OF 94.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 56°59'08" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHEASTERLY LINE OF PARCEL B, "SANDALFOOT COVE, SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29 AT PAGES 15 AND 16 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 68°18'19", A DISTANCE OF 298.04 FEET; THENCE NORTH 64°10'54" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 117.71 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 81°23'28" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 118.63 FEET AND A CENTRAL ANGLE OF 68°17'32", A DISTANCE OF 141.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 45°25'13", A DISTANCE OF 134.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57°40'43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 66°37'09", A DISTANCE OF 209.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°42'08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 26°42'23", A DISTANCE OF 83.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°24'31" EAST, A DISTANCE OF 196.16 FEET; THENCE SOUTH 13°30'49" EAST, A DISTANCE OF 126.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°15'07", A DISTANCE OF 82.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 100°32'56", A DISTANCE OF 149.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°47'00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE,

HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 40°29'03", A DISTANCE OF 211.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°17'57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 64°08'12", A DISTANCE OF 134.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°26'09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 66°26'17", A DISTANCE OF 139.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°09'58", A DISTANCE OF 82.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 20°27'09", A DISTANCE OF 107.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 18°11'06", A DISTANCE OF 25.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25'54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 49°56'19", A DISTANCE OF 200.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30'25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 50°06'49", A DISTANCE OF 87.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36'24" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 20°52'18", A DISTANCE OF 29.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 68°49'24", A DISTANCE OF 60.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°31'57", A DISTANCE OF 89.12 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 664.89 FEET; THENCE SOUTH 60°57'37" WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 39°54'10" WEST, A DISTANCE OF 162.69 FEET; THENCE SOUTH 18°03'22" WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH 33°31'25" WEST, A DISTANCE OF 197.53 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 86.50 FEET; THENCE SOUTH 27°45'22" WEST, ALONG THE WEST LINE OF "PLAT I OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 25.12 FEET; THENCE NORTH 56°28'35" WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT I OF BARWOOD", A DISTANCE OF 375.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 40.832 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (CORAL LAGO)

LOTS 1 THROUGH 186, INCLUSIVE; TRACTS "L1 THROUGH "L2", INCLUSIVE; PARCEL "A"; PARCEL "B"; TRACT "REC"; TRACT "R"; AND TRACTS "W1" THROUGH "W8", INCLUSIVE, OF THE PLAT OF CORAL LAGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 182, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 30.00 FEET OF LOT 10, BLOCK "P", CORAL SPRINGS VILLAGE GREEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

POTABLE WATER AND WASTEWATER

CFN 20160383136

OR BK 28667 PG 0843
RECORDED 10/28/2016 11:20:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0843 - 852 (10pgs)

CHARGE #102 RETURN VIA WILL CALL #215
ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,
PBC WATER UTILITIES DEPT.
8100 FOREST HILL BLVD, WPR, FL 33413

SDA # 09-01072-002
Conversion from UCRA
Dated April 1, 2015

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT
(SDA)

THIS AGREEMENT made and entered into this 18th day of October, 2016,
by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred
to as "Utility", and **BOCA DUNES - BOCA RATON, L.P.**, a Delaware limited partnership,
hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more
fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as
"Property", whereupon Property Owner has or is about to develop the Property by erecting thereon
residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities
hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the
completed potable water and wastewater facilities for operation and maintenance purposes; and

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

WHEREAS, in the interest of public health and to encourage the use of central water and
wastewater facilities, Utility desires to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used
in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water
Utilities Department as may be amended from time to time, which is incorporated herein by
reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to
collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected
with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which
corresponds to the peak demand of the 5/8" x 1/4" meter sub-category of the single-family
residential category of Customer usage. This system capacity equivalency unit is utilized to
establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus
applicable Franchise Fees payable to Utility upon submission of an SDA or renewal
agreement for each ERC (or ERIC) represented in the Agreement;

October 2009]

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

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

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the

aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

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

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$221.16	per ERC x	212.50	ERCs =	\$46,996.50
Wastewater:	\$310.44	per ERC x	212.50	ERCs =	\$65,968.50
			Franchise Fee		\$00.00
			TOTAL		\$112,965.00
Potable Water and Wastewater Credit from UCRA					(\$108,655.50)
Balance Due					\$4,309.50

Upon receipt of the MAP, Utility agrees to reserve 212.50 ERCs of Potable Water and Wastewater system capacity for Property Owner until, until **March 31, 2020** which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs,

Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

POTABLE WATER AND WASTEWATER

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Property Owner, at its expense, shall also submit either: (a) a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property (said title policy or letter must be issued no earlier than thirty (30) days prior to submittal of the SDA); or (b) a Consent ad Joinder of Mortgage/Lienholder (supplied by the Utility) executed by any mortgagee or lienholder holding an interest in the Property.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

POTABLE WATER AND WASTEWATER

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.

11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.

12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

730 NW 107th Ave. Ste. 300.
Miami, FL 33172

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

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

14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

15. Additional Conditions: None

16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

17. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Lennar Homes, LLC.

POTABLE WATER AND WASTEWATER

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

WITNESSES:

Judy Provence
Signature
Judy Provence
Typed or Printed Name

Sandra L. Smith
Signature
Sandra L. Smith
Typed or Printed Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Lisa E Ward
Signature
Lisa E Ward
Typed or Printed Name

J. McLaughlin
Signature
Wira maystaux
Typed or Printed Name

PROPERTY OWNER:

By: SEPA
Signature
STEVEN C. PORATH
Typed or Printed Name
AUTHORIZED PERSON
Title

{ Corporate }
Seal

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

(see attached)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ He/she is personally known to me or has produced
_____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT APPROVAL

By: Delura M. West
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO TERMS AND CONDITIONS:

By: C. Little
Assistant Director of Finance and Administration
PBC Water Utilities Department

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)On SEPTEMBER 29, 2016 before me, Cheryl A. Studley, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven C Porath

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document DEV. AGREEMENTTitle or Type of Document: POTABLE WATER & WASTEWATER Document Date: 9/29/16Number of Pages: 9 Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**Signer's Name: STEVEN C. PORATH☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☒ Other: AUTHORIZED PERSON

Signer Is Representing: _____

BOCA DUNES - BOCA RATON, L. P.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION PUD

A PORTION OF TRACTS 90 THROUGH 92, AND 101 THROUGH 103, BLOCK 81, AND TRACTS 6 THROUGH 10, 13 THROUGH 16, 29, 30 AND 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33°31'25" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 65.70 FEET; THENCE NORTH 29°28'24" EAST, A DISTANCE OF 416.99 FEET; THENCE NORTH 22°32'02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34'40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59'38" EAST, A DISTANCE OF 327.70 FEET; THENCE NORTH 29°51'16" EAST, A DISTANCE OF 384.04 FEET; THENCE NORTH 28°48'38" EAST, A DISTANCE OF 9.82 FEET; THENCE NORTH 36°47'54" EAST, A DISTANCE OF 229.11 FEET; THENCE SOUTH 51°22'27" EAST, A DISTANCE OF 115.66 FEET TO A POINT ON THE ARC OF SAID CURVE, AT WHICH THE RADIUS POINT BEARS SOUTH 45°29'58" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1045.00 FEET AND A CENTRAL ANGLE OF 09°04'30", A DISTANCE OF 165.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°34'33" EAST, A DISTANCE OF 63.22 FEET; THENCE NORTH 35°31'46" WEST, A DISTANCE OF 94.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 56°59'08" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHEASTERLY LINE OF PARCEL B, "SANDALFOOT COVE, SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29 AT PAGES 15 AND 16 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 68°18'19", A DISTANCE OF 298.04 FEET; THENCE NORTH 64°10'54" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 117.71 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 81°23'28" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 118.63 FEET AND A CENTRAL ANGLE OF 68°17'32", A DISTANCE OF 141.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 45°25'13", A DISTANCE OF 134.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57°40'43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 66°37'09", A DISTANCE OF 209.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°42'08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 26°42'23", A DISTANCE OF 83.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°24'31" EAST, A DISTANCE OF 196.16 FEET; THENCE SOUTH 13°30'49" EAST, A DISTANCE OF 126.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°15'07", A DISTANCE OF 82.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 100°32'56", A DISTANCE OF 149.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°47'00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 40°29'03", A DISTANCE OF 211.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°17'57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 64°08'12", A DISTANCE OF 134.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°26'09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 66°26'17", A DISTANCE OF 139.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°09'58", A DISTANCE OF 82.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 20°27'09", A DISTANCE OF 107.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 18°11'06", A DISTANCE OF 25.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25'54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 49°56'19", A DISTANCE OF 200.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30'25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 50°06'49", A DISTANCE OF 87.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36'24" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 20°52'18", A DISTANCE OF 29.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 68°49'24", A DISTANCE OF 60.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°31'57", A DISTANCE OF 89.12 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 664.89 FEET; THENCE SOUTH 60°57'37" WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 39°54'10" WEST, A DISTANCE OF 162.69 FEET; THENCE SOUTH 18°03'22" WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH 33°31'25" WEST, A DISTANCE OF 197.53 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 86.50 FEET; THENCE SOUTH 27°45'22" WEST, ALONG THE WEST LINE OF "PLAT I OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 25.12 FEET; THENCE NORTH 56°28'35" WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT I OF BARWOOD", A DISTANCE OF 375.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 40.832 ACRES, MORE OR LESS.

OK
03/24/2015
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OR BK 31460 PG 1951

RECORDED 06/01/2020 12:20:44

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1951 - 1959; (9pgs)

CHARGE #113 RETURN VIA WILL CALL #215
ATTN: KENNY HAMFERSAD, CONTRACT MANAGEMENT
P.C. WATER UTILITIES DEPT.
8100 FOREST HILL BLVD, WPB, FL 33413

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of May, 2020 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and Boca Dunes - Boca Raton, L.P., a Delaware limited company, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest parties entered in to a Standard Potable Water and Wastewater Development Agreement on October 18, 2016, hereinafter referred to as "Agreement"; and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official record Book 28667, Page 0843; and

WHEREAS, on March 23, 2015, all remaining ERC's were assigned to Property Owner; and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water and wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on March 31, 2020 ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for a certain number of the unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the UPAP as may be amended from time to time.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

Potable Water:	\$221.16 per ERC x	93.00	ERCs =	\$20,567.88
Wastewater:	\$310.44 per ERC x	93.00	ERCs =	\$28,870.92
SUBTOTAL				\$0.00
FRANCHISE FEE				\$49,438.80
TOTAL MAP DUE				

SDA# 09-01072-002

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

3601 Quantum Blvd.
Boynton Beach, FL 33426

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one (1) and the same instrument.

10. Filing

Copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Palm Beach County has established the Office of the Inspector General in Palm Beach County authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

15. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Lennar Homes, LLC.

16. Non-Discrimination Policy - Property owner(s) assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

POTABLE WATER AND WASTEWATER

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

WITNESS:

Mark Ausley
Signature

MARK AUSLEY
Typed or Printed Name

Karen Hornback
Signature

Karen Hornback
Typed or Printed Name

PROPERTY OWNERS:

BOCA DUNES – BOCA RATON, L.P.
a Delaware limited partnership

By: RCO GP, LLC
a Delaware limited liability company
General Partner

By: RESIDENTIAL CREDIT
OPPORTUNITIES IV LLC
A Delaware limited liability company
Sole Member

By: HEARTHSTONE
PROFESSIONALS - PI, L.P.,
A Delaware limited partnership
Manager

By: Steven C. Porath

Steven C. Porath
Authorized Representative

NOTARY CERTIFICATE

State of California
County of Los Angeles

On April 15, 2020 before me, Karen Hornback
Notary Public, personally appeared
Steven C. Porath who proved to me on the
basis of Satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Karen Hornback Notary Public
Signature of Notary Public
Notary Public Serial Number 2251498
My Commission Expires: July 31, 2022



POTABLE WATER AND WASTEWATER

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

WITNESSES:

PALM BEACH COUNTY

Sandra L. Smith
Signature
Sandra L. Smith
Typed or Printed Name

By: Jim Stalder
County Administrator or Designee

Montgwa Williams
Signature
Montgwa Williams
Typed or Printed Name

WITNESSES:

PROPERTY OWNER:

Signature

By:

Signature

Typed or Printed Name

Typed or Printed Name

Signature

Title

Typed or Printed Name

{ Corporate
Seal }

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2020, by _____, who is () personally known to me or () has produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO TERMS AND CONDITIONS:

For [Signature]
By: [Signature]
Assistant Director of Finance and Administration
PBC Water Utilities Department

Quoted: 10/10

POTABLE WATER AND WASTEWATER

Legal Description

A PORTION OF TRACTS 90 THROUGH 92, AND 101 THROUGH 103, BLOCK 81, AND TRACTS 6 THROUGH 10, 13 THROUGH 16, 29, 30 AND 32, BLOCK 82, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF RIGHTS-OF-WAY ADJACENT TO SAID TRACTS AND ABANDONED PER OFFICIAL RECORDS BOOK 2013 AT PAGE 1451 OF SAID PUBLIC RECORDS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 6, "SANDALFOOT COVE, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGES 225 AND 226 OF SAID PUBLIC RECORDS; THENCE NORTH 33°31'25" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 65.70 FEET; THENCE NORTH 29°28'24" EAST, A DISTANCE OF 416.99 FEET; THENCE NORTH 22°32'02" EAST, A DISTANCE OF 261.74 FEET; THENCE NORTH 51°34'40" EAST, A DISTANCE OF 289.75 FEET; THENCE NORTH 23°59'38" EAST, A DISTANCE OF 327.70 FEET; THENCE NORTH 29°51'16" EAST, A DISTANCE OF 384.04 FEET; THENCE NORTH 28°48'38" EAST, A DISTANCE OF 9.82 FEET; THENCE NORTH 36°47'54" EAST, A DISTANCE OF 229.11 FEET; THENCE SOUTH 51°22'27" EAST, A DISTANCE OF 115.66 FEET TO A POINT ON THE ARC OF SAID CURVE, AT WHICH THE RADIUS POINT BEARS SOUTH 45°29'58" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1045.00 FEET AND A CENTRAL ANGLE OF 09°04'30", A DISTANCE OF 165.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°34'33" EAST, A DISTANCE OF 63.22 FEET; THENCE NORTH 35°31'46" WEST, A DISTANCE OF 94.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 56°59'08" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHEASTERLY LINE OF PARCEL B, "SANDALFOOT COVE, SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29 AT PAGES 15 AND 16 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 68°18'19", A DISTANCE OF 298.04 FEET; THENCE NORTH 64°10'54" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 117.71 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 81°23'28" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 118.63 FEET AND A CENTRAL ANGLE OF 68°17'32", A DISTANCE OF 141.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 45°25'13", A DISTANCE OF 134.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57°40'43" EAST, A DISTANCE OF 41.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 66°37'09", A DISTANCE OF 209.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°42'08" EAST, A DISTANCE OF 43.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 26°42'23", A DISTANCE OF 83.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°24'31" EAST, A DISTANCE OF 196.16 FEET; THENCE SOUTH 13°30'49" EAST, A DISTANCE OF 126.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°15'07", A DISTANCE OF 82.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 100°32'56", A DISTANCE OF 149.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°47'00" WEST, A DISTANCE OF 113.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 40°29'03", A DISTANCE OF 211.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°17'57" WEST, A DISTANCE OF 154.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 64°08'12", A DISTANCE OF 134.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 71°26'09" WEST, A DISTANCE OF 47.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 66°26'17", A DISTANCE OF 139.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

October 27, 2022

POTABLE WATER AND WASTEWATER

CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°09'58", A DISTANCE OF 82.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 20°27'09", A DISTANCE OF 107.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 18°11'06", A DISTANCE OF 25.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°25'54" WEST, A DISTANCE OF 101.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 49°56'19", A DISTANCE OF 200.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°30'25" EAST, A DISTANCE OF 150.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 50°06'49", A DISTANCE OF 87.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46°36'24" WEST, A DISTANCE OF 65.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 20°52'18", A DISTANCE OF 29.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 68°49'24", A DISTANCE OF 60.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°31'57", A DISTANCE OF 89.12 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°54'34" WEST, A DISTANCE OF 664.89 FEET; THENCE SOUTH 60°57'37" WEST, A DISTANCE OF 155.48 FEET; THENCE SOUTH 39°54'10" WEST, A DISTANCE OF 162.69 FEET; THENCE SOUTH 18°03'22" WEST, A DISTANCE OF 414.58 FEET; THENCE SOUTH 33°31'25" WEST, A DISTANCE OF 197.53 FEET; THENCE SOUTH 56°28'35" EAST, A DISTANCE OF 86.50 FEET; THENCE SOUTH 27°45'22" WEST, ALONG THE WEST LINE OF "PLAT 1 OF BARWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGES 24 AND 25 OF SAID PUBLIC RECORDS, A DISTANCE OF 25.12 FEET; THENCE NORTH 56°28'35" WEST, ALONG THE NORTH LINE OF S.W. 18TH STREET, AS SHOWN ON SAID "PLAT 1 OF BARWOOD", A DISTANCE OF 375.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 40.832 ACRES, MORE OR LESS.

October 2008

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

SEACOAST NATIONAL BANK, a national banking association, existing under the laws of the State of Florida and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated April 20, 2017 and recorded on April 24, 2017 in Official Records Book 29037, Page 80 of the Public Records of Palm Beach County, Florida, as modified by: (i) that certain Mortgage Spreader dated August 2, 2018 and recorded on August 6, 2018 in Official Records Book 30039, Page 301 of the Public Records of Palm Beach County, Florida; (ii) that certain Second Mortgage Spreader Agreement dated effective as of January 22, 2019 and recorded on January 25, 2019 in Official Records Book 30380, Page 1555 of the Public Records of Palm Beach County, Florida; (iii) that certain Third Mortgage Spreader Agreement dated effective as of June 4, 2019 and recorded on June 4, 2019 in Official Records Book 30657, Page 1850 of the Public Records of Palm Beach County, Florida; (iv) that certain Fourth Mortgage Spreader Agreement dated effective as of November 18, 2019 and recorded on November 19, 2019 in Official Records Book 31037, Page 111 of the Public Records of Palm Beach County, Florida; and (v) that certain Fifth Mortgage Spreader Agreement dated effective as of April 10, 2020 and recorded on April 15, 2020 in Official Records Book 31362, Page 1579 of the Public Records of Palm Beach County, Florida (collectively, the "Mortgage"), and, to the extent that the "Property" (as defined below) is (or may hereafter be) encumbered by the Mortgage, hereby consents to and joins in the execution of the Agreement between Palm Beach County and Boca Dunes — Boca Raton, L.P., a Delaware limited company, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement (the "Property") and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

SEACOAST NATIONAL BANK, a national banking association, as mortgagee aforesaid, consents to the recording by Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 23rd day of April, 2020.

WITNESSES:



 Signature

CARL V. ROMANO

 Typed or Printed Name



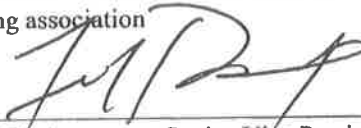
 Signature

Melissa Mark

 Typed or Printed Name

LENDER:

SEACOAST NATIONAL BANK, a national banking association

By: 

 Fred I. Roxas, Senior Vice President

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

Acknowledgment

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 23 day of April, 2020 by Fred I. Roxas, as a Senior Vice President of
SEACOAST NATIONAL BANK, a national banking association, on behalf of said national
banking association, who is personally known to me or has produced _____
(type of identification) as identification.

[Notary Seal]



Melissa Monk
NOTARY PUBLIC
Printed Name: Melissa Monk
My Commission Expires: _____

This instrument prepared by and
upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**SECOND AMENDMENT
TO THE COMMUNITY DECLARATION FOR
ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO THE COMMUNITY DECLARATION FOR ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made by K. HOVNANIAN AT BOCA DUNES, LLC, a Florida limited liability company (the "Declarant") and joined by ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Community Declaration (the "Declaration") for Enclave at Boca Dunes Homeowners Association, Inc., including all pages thereof and exhibits thereto, was recorded at Official Book 29025 at Page 222, et seq. in the Public Records of Palm Beach County, Florida, as thereafter amended by the First Amendment recorded at Official Book 29649 at Page 477, et seq. also in the Public Records of Palm Beach County, Florida.

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to Turnover, without the joinder or consent of any person or entity whatsoever.

C. The Turnover has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein and declares that every portion of the Enclave at Boca Dunes Homeowners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Covenant. This Amendment shall be a covenant running with the land.
5. Amendment to the Declaration:

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner ~~shall may be required to~~ collect from their respective Lessee and remit to the Association a security deposit ~~in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other~~ in an amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section 12.22, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

All leases and occupancy agreements for a Home, as well as the relevant Lessee(s), shall be subject to the prior written approval of the Association and a non-refundable transfer fee shall be paid to the Association equal to the greater of either \$200.00 per applicant or an alternate amount per applicant as determined by the Board from time to time. As part of conducting the approval process, the Association shall be authorized to obtain a background and/or financial check on each prospective applicant and reasons for disapproval may be based on the following criteria:

- (i) Prospective applicant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property which conviction occurred within the ten (10) years preceding the submission of their application;
- (ii) Prospective applicant is a registered sex offender;
- (iii) Prospective applicant has a minimum credit score less than 650 as indicated on the financial report obtained by the Association (when there is more than one prospective applicant for a Unit, the individual with the highest credit score may use their credit score to satisfy this minimum requirement for all the prospective applicants of the Unit);
- (iv) Prospective applicant has a history of financial mischief which may include relatively recent foreclosure or eviction lawsuits filed against them or bankruptcy filings which occurred within the ten (10) years preceding the submission of their application;
- (v) Prospective applicant was dishonest on any written application or communication with the Association;
- (vi) Prospective applicant prematurely took up residency of the Home prior to a determination of approval or disapproval by the Association;
- (vii) Owner is delinquent on a monetary obligation owed to the Association; or
- (viii) Owner has an existing and uncured violation of the governing documents of the Association.

If a written determination regarding approval or disapproval is not provided to the Owner within thirty (30) days of the Association's receipt of all required documentation, information and transfer fees, then the transfer shall be automatically deemed approved.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, ALL LEASE AGREEMENTS SHALL DISCLOSE THE EXISTENCE OF THE DECLARATION OF RESTRICTIVE COVENANT REFERENCED IN SECTION 3.4 ABOVE AND CONTENTS AND RESTRICTIONS CONTAINED THEREIN, INCLUDING REFERENCE BY RECORDED INSTRUMENT NUMBER OR OFFICIAL RECORDS BOOK/PAGE AFTER RECORDING OF THE DECLARATION OF RESTRICTIVE COVENANT IN THE PUBLIC RECORDS.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for Enclave at Boca Dunes Homeowners Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 30th day of September, 2021.

DECLARANT

WITNESSES:

K HOVNANIAN AT BOCA DUNES, LLC
a Florida limited liability company

[Signature]
Print Name: JOICE VILLAR

[Signature]
Print Name: MARY C. PHILLIPS

By:

Name: KEVIN BOALBY VAKEN

Title: V.P. OF OPERATIONS

STATE OF Florida)

COUNTY OF PAINE BEACH)

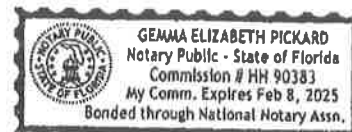
SS.:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, on this 30th day of September, 2021 by Kevin Boalby Vaken, on behalf of K HOVNANIAN AT BOCA DUNES, LLC., who is personally known to me or produced _____ as identification and who did take an oath.

02/08/2025
My Commission Expires

[Signature]
Notary Public, State of Florida

Print Name: GEMMA PICKARD



JOINDER

ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation (the "Association") does hereby join in the Second Amendment to Community Declaration for Enclave at Boca Dunes to which this Joinder is attached. The Association agrees this joinder is for the purpose of evidencing its consent and approval of the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 30th day of SEPTEMBER, 2021.

ASSOCIATION

WITNESSES:

ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

Print Name: JOYCE VILLAR

Print Name: MARY C. SETHCROSS

By:

Name: KEVIN BOYKONHAGEN

Title: HOA PRESIDENT

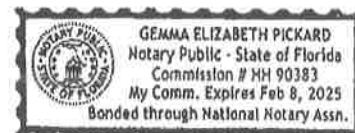
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, on this 30th day of SEPTEMBER, 2021 by KEVIN BOYKONHAGEN, on behalf of ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC., who is personally known to me or produced _____ as identification and who did take an oath.

02/08/2025
My Commission Expires

Gemma Elizabeth Pickard
Notary Public, State of Florida
Print Name: GEMMA PICKARD



Prepared by & when recorded return to
Jeff S. Hodapp, PSM
Perimeter Surveying & Mapping
947 Clint Moore Road
Boca Raton, FL 33487

AFFIDAVIT OF SURVEYOR

March 3, 2022

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Jeff S. Hodapp (the "Affiant"), a Florida Professional Surveyor and Mapper, who having first been duly sworn according to law, deposes and says:

1. I am a Florida Professional Surveyor and Mapper and I maintain a professional registration number of LS5111.
2. I prepared the plat of "Boca Dunes PUD", as recorded in Plat Book 123 at pages 121 through 129 of the Public Records of Palm Beach County, Florida.
3. I hereby certify that the Permanent Control Points (P.C.P.'s) and monuments required by Sec. 177.091(9), F.S. have been set according to the plat.

FURTHER AFFIANT SAYETH NAUGHT.


Jeff S. Hodapp, PSM #LS5111
State of Florida
Perimeter Surveying & Mapping, Inc.
Certificate of Authorization #LB7264

SWORN TO AND SUBSCRIBED before me this 3rd day of March, 2022. The affiant produced the following type of identification: (personally known to me)



LESLIE A. MCCURTIN
Commission # GG 915498
Expires October 23, 2023
Bonded Thru Budget Notary Services


Print Name: _____
NOTARY PUBLIC-STATE OF FLORIDA
Commission Number : _____
My Commission Expires: _____

(Notarial Seal)