



DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
VALENCIA AT ABACOA®

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ATTACHMENTS

amended, hereinafter also referred to as the "Abacoa Declaration".

4. "Abacoa Development Company" shall mean and refer to that certain Delaware corporation, its successors and assigns, which was the declarant of the Abacoa Declaration of Covenants, Conditions and Restrictions, hereinafter also referred to as the "Abacoa Developer".
5. "Abacoa POA" shall mean and refer to Abacoa Property Owners' Assembly, Inc., a Florida not for profit corporation, which provides certain community-wide services to Abacoa.
6. "ACC" shall mean the Architectural Control Committee of the Association (herein defined) as appointed by the Board of the Association (hereinafter defined).
7. "Approved Builder" shall mean and refer to: Frankel Development Co., Inc., a Florida Corporation, Issa Homes, Inc., a Florida corporation, Spear Valencia Group, Inc., a Florida corporation, Delcrest Homes, Inc., a Florida corporation, Frankel/Paone Homes, L.C., a Florida limited liability company, and such other builders as may be designated by the Developer, its successors and assigns.
8. "Articles" shall mean the Articles of Incorporation of the Association. A true and correct copy of the Articles is attached hereto, made a part hereof, and marked Exhibit "B".
9. "Assessment" shall mean a share of the funds which are required for the payment of Association Expenses, (defined herein) which from time to time is assessed against the Members (hereinafter defined) of the Association. The term, "Assessment" may from time to time also refer to Special Assessments (defined herein) and Default Assessments (defined herein) wherever the context requires.
10. "Association" shall mean and refer to Valencia at Abacoa Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns, hereinafter also referred to as "Homeowners Association", "Property Owners Association" or "HOA".
11. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, and the Abacoa POA, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board (as herein defined), and by the Abacoa POA, where appropriate, pursuant to the Homeowners Documents (herein defined).
12. "Association Property" shall mean all real and personal property owned or transferred to the Association for the benefit of the Members (hereinafter defined).
13. "Auxiliary Dwelling Unit" shall be as defined in the Town of Jupiter MXD Ordinance.
14. "Board" shall mean the Board of Directors of the Association.
15. "By-Laws" shall mean and refer to the By-Laws of the Association, attached hereto, made a part hereof, and marked Exhibit "C".
16. "Common Areas" shall mean those areas of real property shown on the plat of Valencia at

Abacoa, Phase I, together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property". The Common Areas shall consist of all portions of the Property (hereinafter defined), which are submitted to this Declaration that are not Lots (hereinafter defined).

17. "Community Architect" shall mean the individual described in the Abacoa Declaration of Covenants, Restrictions and Easements charged with and assisting in maintaining the visual integrity of Abacoa.

18. "Community-Wide Standard" shall mean the standard of conduct, maintenance, and other activity generally prevailing throughout the Property. Such standard may be reasonably and more specifically determined by the Board, but shall always be, at a minimum, in conformance with and consistent with those standards established by the Abacoa POA.

19. "County" shall mean Palm Beach County, Florida.

20. "Declaration" shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

21. "Declarant" or "Developer" shall mean and refer to Frankel/Paone Homes, L.C., a Florida limited liability company, its successors and assigns.

22. "Development(s)" shall mean and refer to such residential or commercial developments which are now or hereafter located within Abacoa.

23. "General Plan of Development" shall mean that portion of the Plat of Valencia at Abacoa - Phase I, submitted to this Declaration, initially or by Subsequent Amendment (hereinafter defined), as approved by the appropriate governmental agencies, and which shall represent the development plan and general use of the Property as 137 single family custom homes and homesites.

24. "Homeowners Documents" shall mean in the aggregate, this Declaration, the Articles, the By-Laws of the Association, the Rules and Regulations of the Association as well as the Abacoa Declaration, the Articles of Incorporation of the Abacoa POA, the By-Laws of the Abacoa POA, the typical form of Special Warranty Deed, the form of Contract for Purchase and Sale, the Site Plan for Valencia at Abacoa, and all of the instruments and amendments to same executed in connection with the General Plan of Development.

25. "Institutional Mortgage" shall mean a first mortgage lien held by an Institutional Mortgagee (defined below).

26. "Institutional Mortgagee" shall mean any institutional or institutional type lending institution having a first lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, a real estate investment trust, or

any mortgage banking company authorized to do business in the State of Florida.

27. "Lot" shall mean a platted tract of land located within the Property which is intended for and/or developed as a single family homesite.
28. "Member" shall mean a member of the Association.
29. "Municipality" shall mean and refer to the Town of Jupiter, Florida.
30. "NPBCID" shall mean and refer to the Northern Palm Beach County Improvement District, an Independent Special District of the State of Florida, having jurisdiction over its Units of Development 9, 9A, 9B, 28, and any future additional legally formed units of development within Abacoa.
31. "NPBCID Plan of Improvements" shall mean or refer to any Plan adopted by NPBCID for the management, maintenance, installation, or construction of public infrastructure improvements within Abacoa.
32. "NPBCID Assessments" shall mean and refer to any legally authorized non-ad valorem assessments levied by NPBCID to pay for the cost of the management, maintenance, installation, or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.
33. "NPBCID Unit of Development" shall mean a specific geographical area that has been created by NPBCID as a distinct and separate area for implementation of NPBCID public infrastructure improvements.
34. "Occupant" shall mean the occupant of a Lot who may be the owner, the lessee, or their respective guest(s).
35. "Owner" shall mean and refer to one (1) or more Persons (defined below) who holds the record title to any Lot which is created on the Property, but excluding any party holding an interest merely as security for the performance of an obligation.
36. "Person" shall mean a natural person, corporation, partnership, company, trustee, or other legal entity.
37. "Plat" shall mean the Plat of Valencia at Abacoa - Phase I, as recorded in Plat Book 90, Page 90, Public Records of Palm Beach County as same may be amended from time to time.
38. "Property" or "Properties" shall mean all of the real and personal property submitted to this Declaration. The real property initially submitted to this Declaration is described on Exhibit A, attached hereto and made a part hereof.
39. "Roads" shall mean and refer to any street or thoroughfare which is constructed by the Developer within the Common Areas, and which is dedicated to the Municipality or the Association, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, alley or similar designation.

40. "Rules and Regulations" shall mean the rules, regulations, and policies which may be adopted by the Board from time to time.

41. "Single Family" shall mean one family as defined by the Town of Jupiter Code of Ordinances.

42. "SFWMD" shall mean the South Florida Water Management District, a political subdivision of the State of Florida having jurisdiction over the Property.

43. "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on any land submitted by a Subsequent Amendment to the provisions of this Declaration.

44. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint all of the Directors to the Board, and conveys legal title to the Common Areas to the Association. The Transfer Date shall occur no later than 120 days after the Developer and the Approved Builders have conveyed to Members all of the Lots contemplated by the General Plan of Development, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

45. "Unit" or "Residence" shall mean a finished portion of the Property, for which a certificate of occupancy has been issued by the Town of Jupiter and which is intended for use and occupancy as a detached single family residence.

46. "Valencia" shall mean Valencia at Abacoa legally described on Exhibit "A".

47. "Water Management System (Primary)" shall mean and refer to those lakes, canals, green ways, and other facilities created, owned, or used by NPBCID for the drainage of surface waters within Abacoa, and as identified in the NPBCID Plan of Improvements for Units of Development 9A and 9B, and shown on or described in the South Florida Water Management District Conceptual Surface Water Management Permit, as amended from time to time.

48. "Water Management System (Secondary)" shall mean and refer to those road curbs, catch basins, easements, pipes, and other facilities installed or constructed by the Developer for the use and ownership of the Association for drainage purposes.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

1. Use of Property. Every Owner's use of the Property shall be in compliance with all laws, ordinances, regulations, and orders, including, without limitation, the following:

A. Development Order. All terms, conditions, and provisions of the Abacoa Development of Regional Impact ("DRI") Development Order adopted by the Town of Jupiter in

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Resolution 9-95 effective June 6, 1995, and as amended from time to time, but excluding any change which would materially modify the responsibilities of the Association hereunder, or which would modify the General Plan of Development.

B. Mixed Use Development Model Ordinance. The Abacoa Mixed Use Development Model Ordinance passed by the Town of Jupiter as Ordinance #1-95 effective June 1, 1995, and as amended from time to time, but excluding any change which would materially modify the responsibilities of the Association hereunder, or which would modify the General Plan of Development.

C. NPBCID Bonds. All terms and conditions of the NPBCID Water Control and Improvement Bonds for Unit of Development No. 9A, Series 1996A and Series 1996B dated August 1, 1996; Northern Palm Beach County Improvement District Water Control and Improvement Bonds for Unit of Development No. 9B, Series 1999; and such other bonds as may be issued in connection with Units of Development 9, 9A, 9B, and 28.

D. Abacoa Declaration of Covenants, Conditions and Restrictions. All terms, conditions, covenants, conditions, and restrictions set forth in the Abacoa Declaration of Covenants, Conditions and Restrictions recorded April 10, 1997 in Official Record Book 9739 at Page 1629 of the public records of Palm Beach County, Florida, and as amended by that certain Declaration of Annexation recorded in Official Records Book 11546, at Page 1837 of the public records of Palm Beach County, Florida, and as amended from time to time.

2. Initial Property. The Property which is subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described on Exhibit A.

3. Additional Property. The Developer may subject additional property to this Declaration, including without limitation, residential property, Common Areas, Roads, and properties of all types, including undeveloped lands and platted subdivisions, and lots provided same are located within Abacoa, by recording in the public records of the County a Subsequent Amendment to this Declaration setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property. Despite the fact that Developer's submission of additional property to this Declaration may result in an overall increase in the Association Expenses, and a resulting increase in the Assessments payable by each Lot, or may result in an increase in the total number of votes or Members in the Association, the Developer shall not be required to obtain the joinder or consent of the Association, any Lot Owner, any other person (except for the approval, if required, by the Abacoa POA, the Abacoa Developer, and governmental authorities), or any mortgagee of any Lot. Any property submitted to this Declaration by Subsequent Amendment, shall be included in the term "Property". Likewise, the Developer reserves the right to withdraw any portion of the Property from the restrictions, covenants, and conditions of this Declaration, including, without limitation, any residential property, Roads, Common Areas or other areas that may have been submitted initially by this Declaration or by a Subsequent Amendment, and the Developer shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, by the Abacoa POA, the Abacoa Developer, and governmental authorities), or any mortgagee of any Lot. The Developer shall have such rights until the Transfer Date. The Developer's right to withdraw any portion of the Property shall not be applicable to any portion of the Property that has been conveyed to an Owner.

ARTICLE III

PROPERTY RIGHTS AND RESTRICTIONS

1. Use of Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, subject to this Declaration as it may be amended from time to time, and subject to any restrictions and limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her immediate family, tenants, and social invitees subject to reasonable regulations by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:
- A. Right to Borrow Money. The right of the Association to borrow money for the purpose of improving the Common Area and, in connection therewith, to mortgage the Common Area.
- B. Protect Against Foreclosure or Imminent Danger. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure or an imminent danger.
- C. Suspension of Rights. Except as specifically provided for herein, the Articles of Incorporation or Bylaws:
- (i) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner.
- (ii) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, the Abacoa Declaration, any of the rules and regulations promulgated by the Association or the Abacoa POA, or any of the traffic regulations of the Association or the Abacoa POA.
- D. Maintenance. The right of the Association to maintain the Common Areas and other property that the Association may be contractually obligated to maintain, including but not limited to the paver blocks within the crosswalks of those certain public road right of ways located within the Property.
- E. Rules and Regulations. Rules and regulations governing the use and enjoyment of the Common Areas, as promulgated by the Association or the Abacoa POA.
- F. Traffic Regulations. Traffic regulations governing the use and enjoyment of the

alleys, as promulgated by the Association or the Abacoa POA. Traffic regulations governing the use and enjoyment of the Roads shall be as promulgated by the Municipality or the Association.

G. Dedications. The right of the Association to dedicate or transfer all, or any part, of the Common Areas to any governmental or quasi-governmental agency, authority, utility, water management or improvement district.

H. Plat Restrictions. Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

I. Declaration. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

J. Abacoa Declaration. All of the provisions of the Abacoa Declaration, and the Articles of Incorporation and By-laws for the Abacoa POA and all exhibits thereto, and all rules and regulations adopted by the Abacoa POA, and the traffic regulations, as same may be amended from time to time.

K. Utility Easements. The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Areas, and (where appropriate) the Lots for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, irrigation facilities, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone and computer cables, security wires and street lights. Easements for such utility services are reserved by Developer for all buildings and improvements which have been or may be constructed on the Property and Developer may grant specific easements to utility companies and others as it deems reasonably necessary. Utility facilities or equipment may be installed within such easements, including, but not limited to, pipes, lines, meters, transformers, pedestals, boxes, and similar above ground and underground facilities and equipment for water, irrigation, sewer, gas, telephone, electricity, cable television, or other information or communication services. The Developer makes no representations as to the location or size of such facilities or equipment.

L. Cable Television, Wireless Communication, and Security Service. The Abacoa POA reserves the right to lease portions of the Abacoa common property to a cable television company or a similar operation for the purpose of installation of a transmission tower. The Abacoa Developer or the Abacoa POA may grant easements over the Common Area and the Abacoa common property for cable television, cable radio, cellular telephone, or similar operations. The Developer, Abacoa POA and the Association reserve the right to contract on behalf of all Owners for bulk rate cable television, Internet, telephone, security, and landscape maintenance services.

M. Bicycle Path. Notwithstanding the fact that parts of the bicycle/pedestrian path/sidewalks in Abacoa may be located within the Property, such paths are subject to an easement for use by all owners of property within Abacoa, their guests, licensees, and invitees.

N. Emergency Access. In case of any emergency originating in, or threatening the

Property or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or the Abacoa POA, or any other person authorized by the Association or the Abacoa POA, or the management agent under a management agreement, shall have the right to enter the Property or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

O. Recreation Building as Sales Center. The Developer and Approved Builders reserve the right to use the Recreation Building on the Property as a sales center until all Lots owned by the Developer and Approved Builders have been sold. So long as the Recreation Building is used by Developer and the Approved Builders as a sales center, all costs and expenses related to the Recreation Building shall be paid for by the Developer and Approved Builders, not the Owners.

P. Fitness Equipment. The Association shall have the right to purchase or lease exercise equipment for the recreation building.

2. Abacoa POA Rights. In the event of a permanent dissolution of the Association or in the event the Association fails to maintain the Common Areas, the Abacoa POA may maintain the Common Areas and may collect assessments against Members for the costs thereof, in accordance with the Abacoa Declaration. Upon permanent dissolution of the Association, the Members shall immediately hold title to the Common Areas equal as tenants in common.

3. Abacoa Development Company Rights. The Owners' easements of enjoyment shall be subject to the rights reserved by the Abacoa Development Company, its successors or assigns, for future development of Abacoa. As a material condition of ownership of a Unit, each Owner, by accepting a deed to a Lot, releases Abacoa Development Company, its successors or assigns, or successors in title, from any claim for interference with his quiet enjoyment of his Lot or the Common Area, due to the development of Abacoa, whether or not the construction operations are performed on the Abacoa common property, the Common Area, or the Lots, and each Owner acknowledges and agrees that the Abacoa Development Company shall have the sole right of design, construction, development and improvement of the Abacoa common property, and other property owned by the Abacoa Development Company within Abacoa.

4. Developer Rights. Notwithstanding anything herein to the contrary, the Developer reserves the right to amend this Declaration unilaterally prior to the Transfer Date, without prior notice and without the consent of any Person, provided such amendment is not unequivocally contrary to the General Plan of Development, and further provided Developer obtains the prior written consent to such amendment, if any, required from the Abacoa POA, Abacoa Development Company and any applicable governmental agencies.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. Membership. The Owner of the fee simple title of record of each Lot shall be a mandatory member of the Association, and the Abacoa POA. Membership shall continue until the Member transfers or conveys its interest of record or the interest is transferred by operation of law, at which time the

membership shall automatically be conferred upon the transferee. Each Owner shall have also an interest in the Abacoa POA by and through the Homeowners Association.

2. Homeowners Association. Each Owner shall become a member of the Homeowners Association upon acceptance of a deed to his or her Lot. As a member of the Homeowners Association, the Owner shall be governed by the Articles of Incorporation and the By-Laws of the Homeowners Association; and shall be entitled to one (1) vote for each Lot owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-laws. The membership rights of a Lot owned by a corporation, company, trust or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the secretary of the Homeowners Association. Provided, however, the Developer shall retain the right to appoint all of the directors to the Board of Directors of the Homeowners Association until the Transfer Date.

3. Abacoa POA. Each Owner shall have an interest in the Abacoa POA upon acceptance of a deed to his or her Lot. The rights, privileges, and obligations of membership are more fully described in the Articles and By-Laws of the Abacoa POA.

ARTICLE V

USE OF PROPERTY

1. Single Family Residence. The Units shall be used as Single Family residences and where applicable, auxiliary dwelling units. Nothing herein shall be deemed to prevent an Owner from leasing a Unit to a Single Family, subject to the terms, conditions, and covenants contained in this Declaration.

2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Property, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association.

A. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.

B. Business Use.

i. Nothing herein shall be deemed to prevent an Owner from using a Unit for "limited home business uses". The term, limited home business uses are such uses as are not apparent or detectable by sight, sound, or smell from outside the Unit; and which uses do not involve regular visits of customers or clients to the Unit or door-to-door solicitation of residents of the Property; and the business activity is consistent with the residential character of the Property and does not violate these Use Restrictions. Examples of "limited home business uses" include, but are not limited to: computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business uses that it determines interfere with the enjoyment or residential purpose of the Property in its sole and absolute

discretion. With the exception of limited home business uses, the Units shall not be used in any trade, business, professional or commercial capacity.

ii. Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of prohibited business uses, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Property in any twelve (12) month period.

iii. Nothing contained herein shall prohibit the Developer and Approved Builders from carrying on any and all types of construction activity necessary to accomplish the General Plan of Development, including the construction and operation of a sales office and sales models by the Developer and Approved Builders until all of the Lots have been sold.

C. Nuisance. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept on any Lot that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No illegal, noxious, or offensive activity shall be carried on in any Lot, which would tend to cause a nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

D. Maintenance of Units. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an Owner fails to maintain his or her Lot as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its sole discretion, to clear any rubbish, refuse, or unsightly debris and growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Valencia at Abacoa; provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, may be charged to the Owner and, as charged, shall become a lien on the Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

E. Easements. Except as constructed by the Developer or substantially similar replacements thereof, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

F. Laundry. No exterior portion of any Lot shall be used for the drying or hanging of laundry, unless such laundry is totally screened from public view, and the laundry is not visible from any Road, or from any Lots.

G. Vehicles. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment attached to the exterior of same), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Property, any driveway, or designated parking space within the Property except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Property as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

H. Parking and Garages. Except as above noted, vehicles shall be parked only in the garage or in the driveway serving the Unit, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such Roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, water craft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board.

I. Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers or size deemed unreasonable by the Board. Farm and exotic animals are not permitted on the Property. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Lot agrees to indemnify the Association and the Abacoa POA, and hold them harmless against any loss or liability resulting from his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to permanently remove the pet from the Property.

J. Subdivision of Lots. Lots shall not be subdivided or separated by any Owner; and no portion less than all of any such Lot, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Lot owned by the Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

K. Antennas. No exterior antennas, aerials, satellite dishes in excess of 18" in diameter or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, unless

installed by the Association, Abacoa Development Company or the Abacoa POA, without the prior written approval of the ACC. Nothing herein shall be deemed to prohibit the installation of one standard mini satellite dish not to exceed 18" in diameter on any Lot, provided same shall be installed only in a location approved by the ACC and in accordance with the reasonable standards adopted by the ACC. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid dish prohibitive.

L. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed anywhere on the Property unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices or to make the cost of same prohibitive.

M. Windows and Front Porches. Windows may only be covered by curtains, shades or other such standard type window coverings. Paper, foil, paint, cardboard, signs and other such materials shall not be permitted to be placed on or over windows which are visible from the exterior of a Unit. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.

N. Signs. No sign (including but not limited to "For Sale" signs), symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the ACC. The Board shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which approval shall not be unreasonably withheld.

O. Hurricane Protection. Each Owner who intends to be absent from his or her Unit during the hurricane season (May 1 - November 30 of each year) shall prepare the Unit prior to his or her departure by doing the following:

- i. Removing all furniture, potted plants, and other movable objects from the yard, patio, and deck; and
- ii. Designating a responsible person or firm, satisfactory to the Association, to care for his or her Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters. At no time shall hurricane shutters, other than shutters installed by the Developer, or Approved Builders, be permanently installed, without the approval of the ACC.
- iii. If approved by the ACC, temporary or permanent exterior shutters may only be closed during a Storm Event. A "Storm Event" is defined as when a hurricane or tropical Storm

Watch is issued by the appropriate authorities.

iv. All hurricane shutters must be opened or removed, as the case may be, within five days after the later of the issuance of the Hurricane or Storm Watch or when the storm or hurricane passes, unless there exists another Storm Event.

v. All exterior shutters must be approved by the ACC prior to installation. Accordion type shutters are specifically not permitted on any building elevations facing a street unless approved by the ACC.

P. Lighting. Except for standard seasonal decorative lights, which may be displayed between October 31 and January 10 only, all exterior lights must be approved by the ACC.

Q. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculptures, fountains, flags, and similar items must be approved by the ACC. The display of one (1) United States flag shall be permitted, subject however, to the reasonable standards of the Association with respect to size, placement, and safety.

R. Irrigation. The Developer shall install an irrigation quality ("IQ") water system for irrigation of the Common Areas and to the perimeter of each Lot. Each Lot Owner shall have his or her Lot irrigation system designed and installed in accordance with the Developer's Master I.Q. System and shall have his or her Lot irrigation system connected to the Master I.Q. System. Except for the I.Q. water irrigation system installed by the Developer, and connected to each Lot Owner's irrigation system, no sprinkler or irrigation systems of any type shall be installed, constructed or operated within the Property without the prior written approval of the Board.

S. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, the Abacoa POA, the NPBCID, or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer, the Abacoa POA, and the Abacoa Development Company hereby reserve a perpetual easement across the Property for the purpose of altering drainage and water flow. Septic systems are expressly prohibited on the Property.

T. Tree Removal. No trees shall be removed, except for diseased or dead trees or for safety reasons, unless approved by the ACC.

U. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it could create a traffic or sight problem.

V. Lakes and Water Bodies. All lakes, ponds, and canals within the Property, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, boating, swimming, playing, or use of personal flotation devices, shall be permitted. Neither the Association, the

Abacoa POA, the Abacoa Development Company, nor the NPBCID shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any lakes, ponds, or canals within the Property.

W. Recreational Facilities. All recreational facilities, gazebo, fitness equipment, and playground equipment and other such facilities furnished by the Abacoa POA or the Association, if any, or erected within the Property, if any, shall be used at the risk of the user, and neither the Association nor the Abacoa POA shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to any use thereof.

X. Littoral Zone Plantings/Common Area Landscaping. No person shall disturb any littoral zone plantings or Common Area landscaping, and any person disturbing same shall be responsible for the expense of replacing or repairing such plantings and landscaping and same shall be deemed a Default Assessment against such Owner.

Y. Motor Vehicle Repairs. There shall be no maintenance or repair performed upon any motor vehicle upon any Lot or anywhere on the Property except within a Unit totally isolated from public view.

Z. Garage Doors. All garages must have doors that are to be maintained by the Owner in good working condition and shall remain closed when not in use.

AA. Temporary Buildings. No tents, trailers, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer or after the Transfer Date, the ACC.

BB. Fence, Walls, Hedges, and Landscaping. No fence, wall, hedge, or landscaping shall be installed or maintained on any Lot except as originally installed by the Developer or the Approved Builder or as approved by the ACC.

CC. Landscaping. A landscaping plan for each Unit must be submitted to and approved by the ACC. Sodding is required on all yards. An underground irrigation system must be designed and installed to connect with the Master I.Q Water Irrigation System installed by the Developer.

DD. Air Conditioner and Reflective Materials. No air conditioning unit may be mounted through any window or wall. No building shall have any aluminum foil or other reflective substance placed on any window or glass door (except standard window treatments) and as may be approved by the ACC for energy conservation purposes.

EE. Garbage and Trash Removal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Unit except as and when permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of such materials shall be followed. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary

condition. Containers must be rigid plastic, and well sealed. All garbage and trash containers must be kept in the garage (except for collection and pickup). Such containers may not be placed out for collection any earlier than 24 hours prior to the scheduled collection and must be removed within 12 hours after collection.

FF. Requirement to Use Sanitary Sewer and Water System. So long as a functioning central sanitary sewer collection system and potable water system exists on the Property and is available for use, no Owner shall cause or permit any septic tank, or individual sewer system or irrigation system to be installed or any well dug or drilled or individual water system installed on any portion of the Property, and each Owner must be connected to the central sanitary sewer and water systems prior to the date that such Unit is first occupied, and the Owner shall pay all applicable charges for same.

GG. Burning. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any portion of the Property.

HH. Maintenance of Pools. Each Owner shall properly maintain the pool(s), if any, on his or her Lot, so that the water remains free of excess algae growth or debris. In the event any Owner shall fail or refuse to properly maintain his or her pool(s), then the Association may enter upon said Lot and clean said pool(s) at the sole expense of the Owner, and such entry shall not be deemed a trespass.

II. Rights of Declarant and Approved Builders. Notwithstanding the foregoing restrictions, Developer and Approved Builders shall not be bound by the provisions of this Article V and they shall specifically have the right to do the following: construct any building, structure or other improvements on the Property without ACC approval, including any temporary structure or facility used for storage or other purposes; temporarily deposit, dump or accumulate trash or other refuse or rubbish in connection with the development of the Property or the construction of any improvements thereon; post, display, inscribe or affix to the exterior of any building or elsewhere upon the Property, "For Sale" or other signs, flags and banners for promotional, marketing or other purposes related to the development of the Property; store fill on the Property, or sell excess fill from the Property; and grow plants, trees or other vegetation on the Property and sell any of the same from the Property.

JJ. Rules and Regulations. The Owners shall abide by each and every restriction herein and all rules and regulations promulgated from time to time by the Board. The Board shall give an Owner in violation of these restrictions or rules and regulations of the Association, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Owner (for himself, herself or for his or her family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings.

or otherwise.

KK. Abacoa POA Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Abacoa POA. The board of the Abacoa POA shall give an Owner in violation of the rules and regulations of the Abacoa POA, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Abacoa POA seek enforcement of any provision of this Declaration, the Abacoa Declaration, or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or herself or for his or her family, guests, invitees, or lessees) shall be liable to the Abacoa POA for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE VI

COMMON AREAS

1. Title to Common Areas. The Developer shall not be required to convey title to the Common Areas or any portion thereof to the Association until the Transfer Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, (excepting only such portions of the Common Areas which may be subject to express easements which may provide for the maintenance of such portions of the Common Areas to be provided by the easement grantee), and for the payment of all real estate taxes and other assessments which may be liens against the Common Area, from and after the recording of this Declaration. On or before the Transfer Date, the Developer shall convey the Common Areas to the Association by quitclaim deed. The Developer shall not be required to provide any title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.

2. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property within Abacoa as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of a Subsequent Amendment recorded in the public records of Palm Beach County.

3. Rules and Regulations Governing Use of Common Areas. The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration and in the Abacoa Declaration may be enforced by legal or equitable action as provided herein or therein.

4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate other traffic regulations. The Board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines shall be collected in the same manner as an individual assessments in accordance with the

Declaration from the Owner who violates the traffic regulations, or from the Owner whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Board.

5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

EASEMENTS

1. Easements for all Owners. The Developer hereby grants a perpetual non-exclusive easement to the Association and to the Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way, alleys and other Common Areas. The Developer hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the Property for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

2. Easements for Utilities. The Developer hereby grants a perpetual non-exclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, irrigation, sewer, gas, telephone, electricity, television cable, computer, security, or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Common Areas, provided, however, that any such installation or maintenance shall not diminish any pre-existing uses, and further providing such company restores any disturbed area substantially to the condition existing prior to their activity. No utility service line or system may be installed or relocated within the Common Areas without the consent of the Association.

3. Easements for Drainage Facilities. Easements for the installation and maintenance of drainage facilities are granted to the Association, NPBCID, and the Developer as shown on the Plat of Valencia at Abacoa. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Developer or approved by the NPBCID and the Association. The Association and the Abacoa POA shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

4. Easements for Encroachments. The Developer hereby grants an easement for

encroachment in the event any improvements constructed by or on behalf of Developer or any Approved Builder now or hereafter encroaches upon a Unit, the Common Areas or any other Lot, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System (Primary), without the written consent of the NPBCID and the SFWMD.

5. Easements to the Abacoa POA. The officers, agents, employees, and independent contractors of the Abacoa POA shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Abacoa POA, as set forth in the Abacoa Declaration, the Articles and By-Laws of the Abacoa POA.

6. Easements to Institutional Mortgagees. Easements are hereby granted to all Institutional Mortgagees holding mortgages upon any portion of the Property for the purpose of access to the property subject to its mortgage.

7. Easements to the Abacoa Development Company. Easements are hereby reserved throughout the Common Areas, including without limitation, the Roads located on the Common Area and the easements shown on the Plat of Valencia at Abacoa, Phase I, by Developer, for the reasonable use of the Abacoa Developer, and the reasonable use of its agents, employees, licensees and invitees, for all lawful purposes.

ARTICLE VIII

MAINTENANCE

I. Association's Responsibility.

A. Common Areas. The Association shall maintain and keep in good repair the Common Areas as described in this Declaration. The maintenance of the Common Areas shall include, without limitation: maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way and lake banks, except as set forth herein; all perimeter plantings and sod; rights-of-way; all roads and alleys within the Common Areas, which are not publicly dedicated and maintained; all road and identification signage; fences and walls along the perimeter of the Property; drainage easements and other easements; drainage facilities and water control structures; the community irrigation system, including lines, pumps, treads, and clocks; sidewalks located within rights-of-ways; sod, landscaping and other flora located in the Common Areas; the Valencia recreation building, and pool house building, including all furnishings and equipment located therein; community playground equipment, gazebo, and benches in the Common Areas and other structures and improvements situated upon the Common Areas. The cost to the Association of maintaining the Common Areas shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

B. Front Yard and Irrigation Maintenance, and Public Property. The Association

shall cut the lawn in the front yards (street side) of the Lots, and along the rear alley of the Lots outside of any fence or wall up to an imaginary line created by the horizontal plane of the garage wall or door facing the alley. The front yard of a Lot shall include that portion of a Lot lying street side of an imaginary line created by the horizontal plane of the front door of the Unit in a closed position. The Association shall also maintain all drainage facilities, pipes, lines and easements within the Lots as well as the I.Q. water irrigation system or facilities installed throughout the Common Areas and each Lot. The Association may also elect to maintain property dedicated to the public in the event that the Board determines that such public property maintenance is necessary or desirable. The cost to the Association of maintaining the foregoing shall be assessed equally among the Owners, as part of the Association Expenses pursuant to the provisions of this Declaration. This provision is not intended to make the Association the insurer of any Lot.

C. I.Q. Water Facilities. The Association shall be responsible in perpetuity for the payment of all I.Q. water for the Property and the operation, maintenance, repair, and replacement of the I.Q. water facilities located within the Common Areas, as well as these I.Q. water facilities located on the Lots, in accordance with the standards, rules, and regulations of all applicable regulatory agencies, including, without limitation, the Loxahatchee River Environmental Control District ("Loxahatchee River District"). The Association shall have access to all Lots for the operation, maintenance, repair and replacement of I.Q. water facilities. Owners shall make no changes or alterations to the I.Q. water facilities installed on their Lots or in the Common Areas. Developer shall have no liability or responsibility for any changes in the I.Q. water allocation or for the payment of any I.Q. water.

D. Security. The Association shall have the right, but not the obligation to contract for and provide roving patrols and other such services for the Owners and the Property. All costs connected therewith shall be an Association expense.

2. Owner's Responsibilities. All maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall maintain his or her own Lot, and the structures, driveway, sidewalks, and other improvements comprising the Lot including but not limited to fences, mailbox, windows, doors, and porches in a manner consistent with the Community-Wide Standard, and all applicable covenants. Where applicable, each Owner of a Lot adjacent a road right-of-way or alley shall maintain, repair and replace all landscaping lying within the right of way of the adjacent road right-of-way or alley between the Lot boundary and the paved portion of the road right-of-way or alley in a manner consistent with the Community-Wide Standard.

A. Maintenance of Exterior of Units. Each Owner shall maintain the exterior of his or her Unit, the walls and fences, where applicable, in good condition and repair. Each Owner shall also cause to be installed on his or her Lot, the I.Q. water irrigation system and extend it into the paved portion of the road right-of-way abutting the Lot up to the edge of pavement of the abutting road or street.

B. Yard Maintenance. Each Owner shall maintain the landscaping on all portions of his or her Lot which are not maintained by the Association.

C. Modifications. No Owner shall authorize the painting, refurbishing or modification of any exterior surfaces of his or her Unit without the prior written consent of the ACC.

D. Failure to Maintain. In the event an Owner shall fail to maintain his or her Lot and the improvements thereon, as provided herein and in accordance with the Community-Wide Standard, the Association, after notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the Lot and any improvements erected thereon. All costs related to such correction, repair or restoration shall become a Default Assessment (as defined herein) against such Lot.

E. Homeowner's Insurance. Each Owner shall maintain physical damage insurance for his or her Unit in an amount equal to the replacement value of the Unit. The Association may require that each Owner provide proof of insurance. Should any Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Lot.

3. Obligation of Association. The Association shall carry out the functions and services specified herein to the extent such maintenance and services can be provided from Assessments. The particular functions and services provided by the Association from time to time shall be determined by the Board after taking into consideration proceeds of Assessments and the needs of the Members of the Association, and such functions and services, whether or not set forth herein, may be supplemented or reduced at any time in the discretion of the Board.

4. Disclaimer.

A. Notwithstanding anything contained herein or in the Articles, By-laws, any Rules or Regulations of the Association or in any other document governing or binding the Association, (collectively the "Association Documents"), the Association, Developer and Approved Builders shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owners, occupants, Owner's families, guests, lessees, licensees, invitees, agents, servants, contractors and subcontractors, for any property of any such persons or for users of any portion of the Property including, without limitation, pool, pool building, lake areas, recreation building, gazebo, and other common areas, and without limiting generality of the foregoing:

(i) The Association Documents have been written, and are to be interpreted and enforced for the purpose of enhancing and maintaining the enjoyment of the Property and the value thereof, and the Association is not empowered, and has not been created, to act as an agency which enforces or ensures compliance with the Laws of the State of Florida or Palm Beach County or prevents tortious activities. The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty to the Association to protect or further the health, safety or welfare of any person(s). Even if assessment funds are chosen to be used for any such reason, each Owner (by virtue of acceptance

of title to a Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association, Developer and Approved Builders arising from or connected with any matter for which the liability has been disclaimed in this section or otherwise.

(ii) As used in this Section, "Association" shall include within its meaning all of the Association's directors, officers, committees and board members, employees, agents, contractors' (including management companies), subcontractors, successors and assigns.

B. In addition, the Developer, Approved Builders and the Association and their contractors do not guarantee or warrant expressly or impliedly, the merchantability or fitness for use of any security system or services, or that any such system or services will prevent intrusions, fires or other occurrences, or the consequences of such occurrences, which the system or services are designated to monitor; and every Owner or occupant of Property serviced by such systems acknowledges that the Developer, Approved Builders, the Association and any successor, assignee, franchisee or contractor of any of the foregoing will not be responsible or liable for losses, injuries or deaths resulting from such occurrences.

C. Every owner or occupant of the Property receiving security services through any security system agrees that the Developer, Approved Builders, and the Association and any of their successors and assigns, assumes no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system (b) any defective or damaged equipment, device, line or circuit (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, Approved Builders, the Association or any successor, assignee, franchisee or contractor of the foregoing. Further, in no event will the Developer, Approved Builder, the Association or any successors, assignee, franchisee or contractor of any of the foregoing be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE IX

ASSESSMENTS

1. Creation of Lien and Personal Obligation for Assessments. Developer, for each Lot owned within the Property, hereby covenants, and each Owner of a Lot, including the Approved Builders, by accepting a deed for the Lot, is deemed to covenant to pay to the Association: (A) Assessments to fund Association Expenses for the benefit of all Members of the Association; (B) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (C) Default Assessments which may be assessed against a Lot pursuant hereto for the Owner's failure to perform an obligation under the Homeowners Documents or because the Association has incurred an expense on behalf of the Owner under

the Homeowners Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses, will be a charge on the land, and will be a continuing lien upon the Lot against which each Assessment is made until paid.

Each Assessment, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. Suit to recover a money judgement for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

2. Annual Assessments for Association Expenses.

A. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to, or to be made available to, each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

i. Landscaping and Irrigation. All expenses necessary to meet the Association's responsibility to maintain the lawns, landscaping and irrigation systems located in the front yards of each Lot, and to maintain the irrigation system throughout the Lots and Common Areas in accordance with the requirements of this Declaration.

ii. Maintenance, Repair and Replacement. All costs and expenses necessary to maintain, repair and replace all Common Area buildings, equipment and furnishings, including but not limited to: the recreation building, pool building, gazebo, playground and equipment, street benches.

iii. Abacoa POA. The Association, on behalf of all Lots subject to assessment hereunder, shall pay assessments to the Abacoa POA as provided in the Abacoa Declaration, and in the Articles and By-Laws of the Abacoa POA. The Abacoa POA assessments shall be paid by the Owners to the Association, which shall thereafter remit such assessments to the Abacoa POA. The duty of the Association to pay the Abacoa POA assessment on behalf of all Lots shall not be deferred or relieved

by any non-payment of Association assessments by any Lot Owner.

iv. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges, if any, for water, gas, electricity, telephone, irrigation quality water, sewer and any other type of utility or service charge.

v. Bulk Rate Service. All charges for bulk rate services contracted for by the Developer or Board including but not limited to: cable television, Internet, telephone, security and landscape maintenance services.

vi. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, shall determine to be in the best interest of the Association. Nothing contained herein is intended to require that the Association insure any Unit or Lot from any liability or casualty risk.

vii. Insurance Trustee. If an Insurance Trustee is required or deemed appropriate by the Board, all expenses necessary to retain and continue to retain a lending institution in Palm Beach County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon by the Board and the Trustee.

viii. Taxes. All taxes levied or assessed upon the Common Areas, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed on the Common Areas, including any interest, penalties and other charges which may accrue on such taxes.

ix. Miscellaneous Expenses. The costs of administration of the Association, including any secretaries, accounting service, bookkeepers, or employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by all Lots and Owners. Bulk rate charges for cable television shall be assessed as an Association Expense. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

x. Indemnification. The costs to the Association to indemnify and save harmless Developer, the Abacoa POA, and the Abacoa Development Company from and against any and all claims, suits, actions, damages and causes of action arising from any personal injury, loss of life and damage to property in or about the Common Areas, if any, and from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, and the defense at any level of any action or proceeding brought in connection therewith.

Included in the foregoing provisions for indemnification are all expenses the Developer, the Abacoa POA, and the Abacoa Development Company may incur in bringing suit for the purposes of enforcing its rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions, contained in this Declaration or the Declaration of Covenants Conditions and Restrictions for Abacoa to be kept and performed by the Association or the Owners, including the payment of Association Expenses. Included also is the cost to the Association to indemnify its Board, committee members, and officers for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

xi. Capital Contributions. The costs to establish a fund for replacement and capital refurbishment of the Common Areas and Association Property (the "capital contributions") in the amounts, if any, determined proper and sufficient by the Board. Each Owner acknowledges and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds comprising same. The Association shall be responsible for maintaining the capital contributions, and for using such funds only for capital costs and expenses as aforesaid. This provision may only be amended by the affirmative vote of a two-thirds majority of the Members.

B. Apportionment of Assessments for Association Expenses. Each Owner will be responsible for an Owner's share of the Association Expenses, which Expenses will be divided equally among the Lots submitted to this Declaration from time to time. Accordingly, at any given time, an Owner's share of Association Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots then platted and submitted to the Declaration. Notwithstanding the preceding sentence, any Association Expenses or portion thereof benefitting fewer than all of the Lots may be assessed exclusively against the Lots benefitted. Notwithstanding anything hereinto to the contrary, until such time that a Residence is originally constructed on a Lot, the Owner of said Lot shall only be obligated to pay 75% of such Lot's share of the Association Expenses.

C. Collection. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the Annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October. The omission or failure of the Association to fix the Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay same. The Association will have the right, but not the obligation, to make pro rata refunds of any Assessments for Association Expenses in excess of the actual expenses incurred in any fiscal year.

D. Date of Commencement of Assessments. The Annual Assessments provided for herein shall commence as to each Lot at the time that the title to such Lot is transferred from the Developer to a third party purchaser, including an Approved Builder, who upon receipt of title becomes a Member of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first Annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the first Lot sold by Developer.

E. Capitalization of the Association. Upon acquisition of record title to a Lot from the Developer, or any seller after Declarant, each Owner will contribute to the capital of the Association an amount equal to one-quarter of the amount of the Annual Assessment determined by the Board for the Lot for the year in which the Owner acquired title. The Association will maintain the working capital funds in segregated account to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Payments to this fund will not be considered advance payments of Annual Assessments.

F. Capitalization of the Abacoa POA. Upon acquisition of record title to a Lot from the Developer, or any seller after Developer, each Owner shall contribute to the capital of the Abacoa POA in an amount as shall be determined by the Abacoa POA Board of Directors from time to time.

3. Special Assessments.

A. Determination by Board. The Board may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; the cost of replacing any landscaping materials damaged or destroyed by any casualty; or, after adopting an annual budget to make up any shortfall in the current year's budget. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B. Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments for Association Expenses.

C. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the date payment is due.

4. Default Assessments. All monetary fines, penalties, interest and other charges and fees (excluding Annual Assessments and Special Assessments) levied against an Owner pursuant to the Homeowners Documents, or any expense of the Association, or the Abacoa POA, which is the obligation of an Owner or which is incurred by the Association, or the Abacoa POA, on behalf of the Owner pursuant to the Homeowners Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association, or the Abacoa POA, as a result of the failure of an Owner to abide by the Homeowners Documents, or to remedy or abate any emergency, constitutes a Default Assessment, enforceable as provided in this Declaration.

5. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such Assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

6. No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or service provided or abandonment of a Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

7. Subordination of the Lien to Institutional Mortgagees. The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an Institutional Mortgage upon any Lot as provided in this Declaration. The sale or transfer of any Lot shall not affect the Assessment lien. However, where an Institutional Mortgagee holding a first mortgage of record obtains title by foreclosure or deed in lieu of foreclosure such Institutional Mortgagee shall not be liable for the share of the Association Expenses or Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such Institutional Mortgagee, but such Institutional Mortgagee, its successors and assigns, shall be liable for all Assessments due from the time such Institutional Mortgagee acquired title to the Lot. Such unpaid share of Association Expenses or Assessments shall be deemed to be Association Expenses collectible from Owners of all the Lots, including such Institutional Mortgagee, its successors and assigns.

8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment or lien of Assessments and Special Assessments:

- A. All Common Areas; and
- B. All property dedicated to and accepted by the Abacoa POA, the Municipality, NPBCID, any governmental authority, or public utility.

ARTICLE X

ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. Lien for Assessments. All Assessments, together with interest (at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs), costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment is passed, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

2. Effective Date of Lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any Institutional Mortgage. Upon full payment of all sums secured by that lien and costs and fees accrued, including attorney's fees and costs, the party making payment shall be entitled to a recordable Satisfaction of Lien.

3. Remedies. In the event any Owner shall fail to pay his or her Assessment within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law:

A. Late Charge. To impose a late charge not in excess of 1 1/2% per month on all amounts due; and

B. Acceleration of Assessments. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments; and

C. Attorneys Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association as a Delinquent Assessment and such advance or loan by the Association shall not waive the default by the Owner; and

D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property; and

E. Action at Law. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

4. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment, including the amount of the Assessment payable to the Abacoa POA, that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing same.

ARTICLE XI

INSURANCE

I. Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements, personal property and supplies, if any, from casualty losses, and shall be for full current replacement cost.

A. Casualty Insurance Inclusions. The coverage for casualty losses will include, where applicable, the following:

- i. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
- ii. All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;
- iii. Agreed Amount and Inflation Guard Endorsement, when it can be reasonably obtained;
- iv. Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement.

B. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

- i. Subrogation against the Association and against the Owners, individually and as a group;
- ii. The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- iii. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

C. Other Provisions. In addition, the policy shall provide that:

- i. Any Insurance Trust Agreement will be recognized.
- ii. The policy shall be primary, even if an Owner has other insurance that covers the same loss; and
- iii. The named insured shall be the Association for the use and benefit of the Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Owner and each Owner's mortgagee.

2. Unit Insurance. Each Owner shall maintain a policy or policies to insure his or her Unit from all casualty losses.

3. Reconstruction and Repair after Casualty.

A. Common Areas. Under ordinary circumstances, Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board of Directors, shall make the determination to repair or reconstruct. The Owners shall be bound by this determination. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas, for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense.

B. Units. If a Unit is damaged by a casualty, the affected Owner shall promptly have the Unit repaired and rebuilt in accordance with plans and specifications approved by the ACC and the Community Architect.

4. Public Liability Coverage. The Association shall maintain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, and for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts to which the Association is a party. All such policies will name the Association (and the Developer until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

5. Officers and Directors Liability Insurance. The Association shall maintain officers and directors liability insurance covering all association officers, directors and committee members, in an amount determined by the Board.

6. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds (or insurance) shall meet the following requirements:

A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Amount of Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in

reserve as of the end of each fiscal year of the Association; and

C. Waivers. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and

D. Notice of Cancellation. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice to the insured.

7. Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.

8. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

9. Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

10. Premiums. Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because any property is misused by an Owner, or his or her invitee, then such Owner shall be liable for the amount of such increase. The Association will furnish evidence of premium payment to each Institutional Mortgagee upon request.

11. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board.

12. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee at least 10 days before it cancels or substantially changes the coverage.

ARTICLE XII

ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) or more persons appointed by the Board. The Board shall have the authority and

standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC. This Article may not be amended without the Developer's written consent so long as the Developer owns any property subject to this Declaration.

2. Community-Wide Standard. The ACC shall regulate the external appearance, use, and maintenance of the General Plan of Development and of improvements thereon in such a manner as to comply with and meet the Community-Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. As regards the Developer, or any successor Developer, or the Approved Builders nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of property to be developed or under development, or dwellings to be constructed or under construction by them and the provisions of this Article shall not apply to them as to any original improvements to the Property.

3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The Board shall establish time limitations for the completion of any improvements for which ACC approval is required.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board or the Developer assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

4. Conditions.

A. Definitions. No construction, which term shall include, without limitation, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until all requirements of this Article have been fully met, and until the approval of the ACC and the Abacoa POA have been obtained.

B. Approval by ACC. No construction of improvements including without limitation, pools, saunas, spas, jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, fences, exterior decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, or other exterior work shall be erected, constructed, affixed, placed, or altered on any Lot until the proposed plans, specifications, exterior colors and finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal or failure to approve plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint the exterior of a Unit in accordance with the originally approved color

or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his or her Unit, or to paint the interior of his or her Unit any color desired.

C. Failure to Approve. The ACC shall approve, modify or disapprove in writing an application within thirty (30) days after receipt of complete plans and specifications that have been submitted to it, in accordance with adopted procedures, if any. In the absence of a response by the ACC within said 30 days, the plans shall be deemed approved.

D. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

E. Construction by Approved Builders. Each Unit built on each Lot may only be constructed by an Approved Builder as defined herein, together with its subcontractors and suppliers.

F. Completion Deadlines. Unless specifically excepted by the ACC, all Units (excluding swimming pools) shall be completed within twelve (12) months from the Date of Commencement of said Unit. Date of Commencement shall mean the date of recording of the Notice of Commencement. Completion shall mean the date a Certificate of Occupancy is issued by the Town of Jupiter. The Date of Commencement of construction of swimming pools, and all other improvements requiring the approval of the ACC, must be within sixty (60) days of ACC approval, and completion must be within one hundred twenty (120) days (including Saturdays, Sundays, and holidays) of the Date of Commencement. The Association may charge a delay fee of fifty dollars (\$50.00) for each day that the Member has failed to complete an improvement within the time periods hereinbefore described.

G. Debris Deposit. No major construction as determined by the Board, shall be commenced by any Owner (excluding any Approved Builders) unless and until a returnable debris deposit of \$1,000.00 has been posted by the Owner with the Association. The debris deposit shall be used to correct any damage to the Common Areas resulting from the construction activity. If no damage is done to the Common Areas by the construction activity, the debris deposit will be returned to the Owner.

5. Approval by Community Architect. A "Community Architect" (defined below) has been appointed by the Abacoa Developer. After an Owner has received the approval of the ACC for any improvement, the Owner shall apply to the Community Architect for the approval of the Abacoa POA. No construction, which term shall include, without limitation, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place until the approval of the Abacoa POA has been obtained. This provision shall not apply to NPBCID, which shall be exempt from obtaining the approval of the Community Architect before commencing any management, maintenance, installation, or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.

6. Variations. The ACC may authorize variations from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variations may only be granted, however, when unique circumstances dictate, and no variation shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variation will not estop the Association from denying a variation in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variation.

7. Exemption. The NPBCID shall be exempt from the requirement to obtain the approval of the ACC before commencing any management, maintenance, installation, or construction of any public infrastructure improvements pursuant to a NPBCID Plan of Improvements.

ARTICLE XIII

COMMUNITY ARCHITECT

1. Community Architect. It is the intent of the Abacoa Development Company to create a general plan and uniform scheme of development of Abacoa and to create within Abacoa a community of high quality and harmonious Improvements. Accordingly, a Community Architect (the "Community Architect") has been appointed who shall have the powers, duties and responsibilities set forth in the Abacoa Declaration and the Abacoa By-Laws.

2. Improvements. No Improvement (including landscaping) shall be erected, constructed, removed, planted or maintained, including those constructed or to be constructed by Developer, nor shall any addition to or any change, replacement or alteration therein be made to the Common Areas or to the exterior of any Unit until the same shall have been submitted to and approved by the Community Architect, pursuant to the procedures set forth in the Abacoa Declaration.

ARTICLE XIV

ADDITIONAL RESTRICTIONS

1. Abacoa Declaration of Covenants and Restrictions. In addition to all of the covenants, restrictions and provisions contained in this Declaration, the Articles of Incorporation and the By-Laws for the Association, and the Rules and Regulations adopted by the Association, as same may be amended from time to time, the Property shall also be subject to all of the covenants, restrictions and provisions, including without limitation all assessments, and lien rights, contained in the Abacoa Declaration, the Articles of Incorporation and the By-Laws for the Abacoa POA, and all rules and regulations adopted by the Abacoa POA, as same may be amended from time to time.

2. Covenants Running With The Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the

Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Developer, the Abacoa Development Company, the Association, the Abacoa POA, and the Owners.

3. Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth on the plat of the Property, which plat is recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XV

DEVELOPER'S AND APPROVED BUILDER'S RIGHTS

1. Developer's Transfer Right. Subject to the approval of Abacoa Development Company, any or all of the special rights and obligations of the Developer may be transferred or assigned to other Persons, provided that the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Public Records of Palm Beach County. Nothing in this Declaration shall be construed to require Developer or any successor or assign to develop any property other than the Property described on Exhibit A.

2. Developer's and Approved Builders' Sales Offices. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction or sales of Lots by Developer or any Approved Builder within the Property shall continue, it shall be expressly permissible for Developer and such Approved Builders to maintain and carry on upon portions of the Property such facilities and activities as, in the sole opinion of Developer or the Approved Builders, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, flags, banners, model units, and sales offices, and the Developer and the Approved Builders shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Developer or the Approved Builders and any facility which may be owned by the Association, as models and sales offices, respectively.

3. Right of Approval. So long as Developer continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer. Notwithstanding the foregoing, Abacoa Development Company shall have the right to record amendments to the Abacoa Declaration in order to add the Property to the property encumbered thereby, and to add other Properties subsequently encumbered by this Declaration to the property encumbered by the Abacoa Declaration of Covenants and Restrictions, or to otherwise amend the Declaration of Covenants and Restrictions for Abacoa to the extent provided therein.

4. Termination of Developer's Rights. This Article may not be amended without the express written consent of the Developer; provided, however, the rights contained in this Article shall terminate upon the Transfer Date.

ARTICLE XVI

MORTGAGEE PROVISIONS

The following provisions are for the benefit of Institutional Mortgagee of Lots:

1. Notices of Action. An Institutional Mortgagee who provides written request to the Association, will be entitled to timely written notice of:
 - A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Property.
 - B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Institutional Mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Institutional Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days; and
 - C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
2. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the Institutional Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.
3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.
4. Failure of Mortgagee to Respond. Any Institutional Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Mortgagee within thirty (30) days of the date of the Association's request.
5. Financial Statements. Any Institutional Mortgagee shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XVII

ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Developer, the Abacoa Development Company, the Association, the Abacoa POA or any Owner may, but shall not be required to, seek enforcement of the Declaration, including, without limitation, enforcement of any breach of, or failure to comply with, any governmental order, regulation, ordinance, permit condition, or other requirement. Any Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Developer, the Association, the Abacoa POA and the Abacoa Development Company from all liabilities resulting from his or her actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party. In addition, the Association shall be entitled to recover its attorney's fees incurred against an Owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an Assessment and collectible in the same manner as an Assessment. The failure or refusal of the Developer, the Abacoa Development Company, the Association, the Abacoa POA, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

ARTICLE XVIII

AMENDMENTS

1. Amendments by Members. Except as provided in Paragraph 3 below, this Declaration may be amended at any time by the affirmative vote of fifty-one (51%) percent of all Members of the Association; provided, however, that if the affirmative vote required for approval of an action pursuant to a specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve an amendment to that provision. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered.

2. Filing Amendment. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than thirty (30) days after the date of the meeting of the Association at which such amendment was adopted. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing, as long as the Declarant is the Owner of any Lot, no amendment under this Section will be effective without the express written joinder and consent of the Declarant.

3. Amendments by Declarant. Notwithstanding anything herein to the contrary, there is hereby reserved to the Declarant the absolute and unconditional right to alter, modify, change,

revoke, rescind, or cancel any or all of the provisions contained in this Declaration and hereinafter included in any subsequent Declaration for as long as the Declarant owns at least one Lot in the Property; provided that nothing herein shall prejudice or otherwise impair the security of any mortgagee of record as to any Lot.

4. Amendments Affecting Surface Water Management System. Notwithstanding anything herein to the contrary, any amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of the Common Area shall be submitted to the SFWMD and NPBCID for review prior to adoption of the amendment. The SFWMD and NPBCID shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permits. If a permit modification is necessary, the modification must be approved by the SFWMD or NPBCID, as the case may be, prior to the amendment of this document.

5. Abacoa POA. Except as provided herein, all amendments after the Transfer Date shall require the prior written approval of the Abacoa POA, and, for so long as the Abacoa Development Company is in control of the Abacoa POA.

6. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of Palm Beach County.

ARTICLE XIX

CONVEYANCES

In order to assure a well managed community and thus protect the value of the Property in Valencia at Abacoa, the sale or lease of Lots shall be subject to the following provisions, and shall also be subject to the procedures and provisions governing the sale, lease or other transfer of Units as set forth in Article XI of the Abacoa Declaration of Covenants and Restrictions:

1. Notice to Association. The Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. Any transaction which is conducted without compliance with this Article is voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above. It shall be the obligation of all Owners to

supply the Board with a copy of said lease prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an Owner, by leasing his or her Unit, automatically delegates his or her right of use and enjoyment of the Common Areas and facilities to his or her lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Certificate. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate acknowledging the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate acknowledging the transaction, the Owners shall remain liable for compliance with the Rules and Regulations of the Association and for all assessments and monies owed to the Association.

ARTICLE XX

TERMINATION

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Owners, the prior written consent of the Abacoa POA, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Lots.

2. Termination Documents. If this Declaration is terminated in accordance herewith, the Developer and each and every Owner of a Lot by acquiring title to his or her Lot, covenant and agree that the termination documents shall require:

A. Use of Units. That all Units shall continue to be used subject to the use restrictions set forth in Article V hereof.

B. Common Areas. All Common Areas shall be owned and held in equal shares by the Owners as equal tenants in common, and each Owner shall remain obligated to pay his or her pro rata share of expenses to continually maintain the Common Areas.

3. Limitation on Termination. The Owners and their grantees, successors, and assigns by acquiring title to a Lot covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the Abacoa POA, the Abacoa Development Company, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof is recorded amongst the Public Records of Palm Beach County, an instrument signed by at least eighty percent (80%) of all Owners and Institutional Mortgagees holding mortgages encumbering the Lots agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which

the termination instrument is recorded.

4. Water Management System (Secondary). If the Association is terminated, the Water Management System (Secondary) shall be conveyed to the Abacoa POA, or to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XXI

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

1. Northern Palm Beach County Improvement District. NPBCID is an independent special district of the State of Florida and is or will be implementing, constructing, and/or maintaining certain public infrastructure improvements for the benefit of those parcels of assessable real properties which lie within NPBCID's Units of Development No. 's 9, 9A, 9B and 28 ("Units").

2. Non-Ad Valorem Assessments. In order for NPBCID to carry out the implementation, construction and/or maintenance of the Units' public infrastructure improvements, NPBCID will be assessing and levying both debt repayment and maintenance non-ad valorem assessments on an annual basis and all individuals or entities that own assessable tracts of land, lots or units that lie within NPBCID's Units will be obligated and responsible for paying such Units' non-ad valorem assessments as are annually assessed and levied by NPBCID upon the owner's real property. NPBCID's non-ad valorem assessments will appear as a separate line item on each real property owner's annual Unified Real Property Tax Bill which is issued and collected by the Tax Collector of Palm Beach County, Florida.

3. General Description of NPBCID Facilities. The public infrastructure improvements that have or will be constructed, implemented and/or maintained by NPBCID are more specifically identified and described in the NPBCID Plan of Improvements, Report of Commissioners, or Report of Engineer, as the same may be amended from time to time, copies of which are maintained at NPBCID administrative offices. The documents are available for inspection and, upon payment of certain statutory photocopy charges, copying by any interested person or entity.

4. Maintenance of NPBCID Improvements. The NPBCID Units' public infrastructure improvements and/or facilities for which NPBCID retains ownership will be maintained by NPBCID unless the Association or Abacoa POA contracts with NPBCID to maintain all or part of such improvements or facilities.

5. Usage of NPBCID Property or Facility Interests. No connections to, licenses or usage of or easements upon, over, under or across any facility, water body, drainage system or tract of land dedicated to, owned by, or subject to an easement in favor of NPBCID shall be granted by NPBCID, until the party desiring such uses or rights has applied for and obtained a permit from NPBCID.

6. NPBCID Land Not Subject to POA Assessments or Enforcement. Notwithstanding anything to the contrary contained in this Declaration or Supplement hereto, NPBCID and all NPBCID's interest in real property or facilities within the Property shall be exempt from (a) Abacoa POA and Association enforcement action and (b) any and all annual assessments, special assessments, extraordinary special assessments and fines that may or could be levied by the Abacoa POA and Association. The Abacoa POA and Association are specifically prohibited from filing or attempting to execute upon any claim or lien as to a property (whether real or tangible) or facility interests owned by NPBCID within the Property and any such lien or recording of same in the public records shall be null and void ab initio.

7. NPBCID Lakes, Ponds, Canals, Retention Areas and Water Bodies. No swimming, operation of any boats or other recreational uses shall be permitted in or on any of the lakes, ponds, retention areas, canals or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless a permit has first been obtained from NPBCID. No removal of water, discharge of materials, removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal or retention area dedicated or deeded to NPBCID or to which NPBCID has an easement is allowed, unless a permit authorizing same has first been obtained from NPBCID. Further, all residents and owners of real property need to be aware that lake, canal and wetland water levels within the Property are subject to fluctuation based on, among other things, the amount of rainfall occurring over time and water withdrawals. The lakes, canals and wetlands located in Valencia have been designed for water management purposes and not as aesthetic features. The water levels in the lakes, canals and wetlands may be affected by well fields located near Valencia. The water levels in the lakes, canals and wetlands located in Valencia will, depending upon conditions, rise and fall as often as daily and on occasion the changes in water level will be substantial. The lowering of the water levels in the lakes, canals and wetlands may be noticeably visible when previously submerged lake and canal areas are exposed.

8. NPBCID Approval Rights to Amendments. No amendment of or to this Declaration which would affect NPBCID's obligations, property interests, facilities or improvements located within the Property shall be effective unless agreed to in writing by NPBCID.

9. NPBCID Phone Number and Address. As of the date of the recording of this Declaration, the phone number and address for NPBCID is: (561) 624-7830; 357 Hiatt Drive, Palm Beach Gardens, FL, 33418-7106.

10. Covenant to Pay NPBCID Charges. Each Owner, for all real property now or hereafter owned by such Owner within the Property, agrees to pay any and all non-ad valorem assessments, which may be imposed upon such property to fund all or part of the cost of the acquisition, construction, operation and maintenance of public infrastructure improvements and facilities, debt service thereof, and any other Units' costs incurred by NPBCID.

11. Disclosure Language. Each Owner must include the following disclosure language in all Real Estate Contracts pertaining to the Property immediately above the space in such Real Estate Contracts for the signature of a purchaser, which disclosure language must be (a) in bold face and conspicuous type, and (b) larger in size than the type in the remaining text of the Contract, namely:

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
DISCLOSURE OF TAXING AUTHORITY.**

THIS PROPERTY IS LOCATED WITHIN THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("NPBCID") UNITS OF DEVELOPMENT NOS. 9, 9A, 9B and 28. NPBCID IMPOSES SPECIAL ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. NPBCID WILL IMPLEMENT, CONSTRUCT, OPERATE AND/OR MAINTAIN CERTAIN PUBLIC FACILITIES AND SERVICES, INCLUDING SURFACE WATER MANAGEMENT IMPROVEMENTS. NPBCID WILL ANNUALLY SET AND LEVY SPECIAL ASSESSMENTS WHICH WILL BE INCLUDED IN THE PALM BEACH COUNTY TAX COLLECTOR'S ANNUAL UNIFIED REAL PROPERTY TAX BILL AND COLLECTED BY THE TAX COLLECTOR. THESE SPECIAL ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

ARTICLE XXII

MISCELLANEOUS

1. No Waiver. The failure of the Developer, the Association, the Abacoa POA, the Abacoa Development Company, or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.
2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.
3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.
4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
5. Partition. The Association may not convey, encumber, abandon, partition or

subdivide any of the Common Areas without the approval of all Owners and Institutional Mortgagees.

6. Homeowners Documents. The Association is required to make available to Owners and Institutional Mortgagees, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any Institutional Mortgagee shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

7. Golf Club or Golf Course Membership. The ownership of a Lot does not confer upon the Owner a vested right to use the facilities in any golf club or golf course which may be constructed in Abacoa. Owners shall not have any proprietary interest in any such club. Membership and priority of use in any golf club shall be determined by the membership rules and regulations prevailing for the club, if any, at the time of application. Developer hereby disclaims any representations, warranties or relationship to the club, if any, or to the rules, regulations, or qualifications to join the club.

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Valencia at Abacoa has been signed by the Developer and the Association on the day and year first above set forth. The Developer and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

FRANKEL/PAONE HOMES, L.C.
a Florida limited liability company

(Company Seal)

By: [Signature]
Thomas Frankel, Managing Member

VALENCIA AT ABACOA
HOMEOWNERS ASSOCIATION, INC.

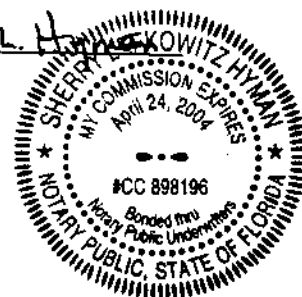
(Corporate Seal)

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF PALM BEACH

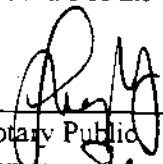
The foregoing instrument was acknowledged before me this 23 day of July, 2001 by Thomas Frankel, as Managing Member of Frankel/Paone Homes, L.C., a Florida Limited Liability Company, on behalf of the Company. He is personally known to me.

[Signature]
Notary Public
Name: Sheryl L. Hymowitz
My Commission #
Expiration date:



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of July, 2001 by Thomas Frankel, President of VALENCIA AT ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.



Notary Public
Name: Sheri L. Hyman
My Commission #
Expiration date



ATTACHMENTS:

- JOINDER BY ABACOA PROPERTY OWNERS ASSEMBLY, INC.
- JOINDER BY ABACOA DEVELOPMENT CO.
- JOINDER BY VALENCIA AT ABACOA HOMEOWNERS ASSOCIATION, INC.
- JOINDER BY FIRST UNION NATIONAL BANK
- JOINDER BY DELCREST HOMES, INC.
- JOINDER BY SPEAR VALENCIA CORP.
- JOINDER BY ISSA HOMES, INC.

- EXHIBIT "A" - LEGAL DESCRIPTION
- EXHIBIT "B" - ARTICLES OF INCORPORATION
- EXHIBIT "C" - BYLAWS

JOINDER OF ASSOCIATION

ABACOA PROPERTY OWNERS ASSEMBLY, INC., a Florida not for profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Valencia at Abacoa, in accordance with the requirements of the Abacoa Declaration. This Joinder shall not be deemed a waiver of any approval rights given to the Abacoa POA under the Abacoa Declaration or any of the terms or provisions of the Abacoa Declaration.

Signed, sealed and delivered in the presence of:

Donna M. Casaro-Pengue
Donald A. Johnson

ABACOA PROPERTY OWNERS ASSEMBLY, INC., a Florida not for profit corporation.

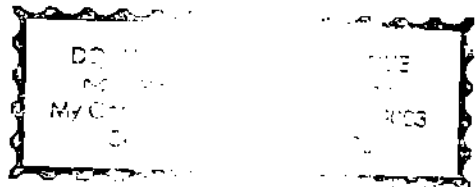
By: *Nader Salour* as President
Its President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of July, 2001, by Nader Salour the President of Abacoa Property Owners Assembly, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification.

(Notarial Seal)

Donna M. Casaro-Pengue
Notary Public
Name: Donna M. Casaro-Pengue
My Commission No. _____
Expiration date: _____



JOINDER OF ABACOA DEVELOPER

ABACOA DEVELOPMENT COMPANY, a Delaware corporation, hereby joins in this Declaration of Covenants and Restrictions for Valencia at Abacoa, in accordance with the requirements of the Abacoa Declaration. This Joinder shall not be deemed a waiver of any approval rights given to the Abacoa Development Company under the Abacoa Declaration or any of the terms or provisions of the Abacoa Declaration.

Signed, sealed and delivered in the presence of:

ABACOA DEVELOPMENT COMPANY
a Florida corporation

Donald M. Cesaro-Pergue
Donald M. Cesaro-Pergue

By: Nader Salour as President
Its: President
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of July, 2001, by Nader Salour the President of Abacoa Development Company, a Delaware corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification.

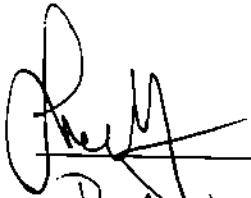
(Notarial Seal)

Donald M. Cesaro-Pergue
Notary Public
Name: Donald M. Cesaro-Pergue
My Commission No.:
Expiration date:



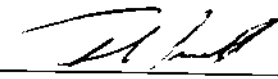
JOINDER BY ASSOCIATION

Valencia at Abacoa Homeowners Association, Inc. joins in the filing of this Declaration of Covenants and Restrictions for San Michele and agrees to be bound by and enforce all of the terms and conditions thereof.



Pamela Jean Allen

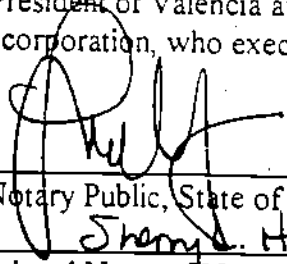
Valencia at Abacoa Homeowners Association, Inc.
a Florida not for profit Corporation

BY: 

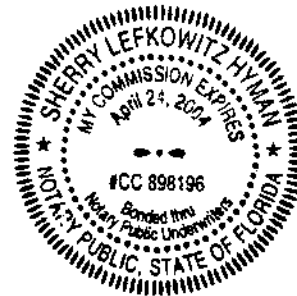
President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this JUNE day of 2001 by Tom Frankel , as the President of Valencia at Abacoa Homeowners Association, Inc., a Florida not for profit corporation, who executed same on behalf of the corporation and who is personally known to me.



Notary Public, State of Florida
 Sherry Lefkowitz Hyman
Printed Name of Notary
My Commission # _____
Expiration Date: _____



CONSENT AND JOINDER OF MORTGAGEE

First Union National Bank, a national banking association ("Mortgagee"), the Mortgagee under that certain Mortgage and Security Agreement dated April 25, 2001 and recorded on April 26, 2001 in Official Records Book 12488 at Page 1610 of the Public Records of Palm Beach County, Florida (the "Mortgage"), hereby consents to and joins in the foregoing Declaration of Covenants, Conditions and Restrictions for Valencia at Abacoa (the "Declaration") and subordinates the lien of the Mortgage encumbering all or any part of the "Property" (as defined in the Declaration) to the provisions of the Declaration. Other than as specifically provided herein, this Consent and Joinder of Mortgagee is not and shall not be construed as (1) an assumption by Mortgagee of any obligations under the Declaration, (2) a limitation on the operation or effect of the Mortgage or (3) the consent of Mortgagee to any action which may be taken by any party to the Declaration, if such action otherwise would require the approval of Mortgagee pursuant to the Mortgage.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Joinder of Mortgagee on July 9, 2001.

WITNESSES:

MORTGAGEE

Mary Kinman
Name: MARY KINMAN

First Union National Bank, a national banking association

Albert Fiis
Name: ALBERT FIIS

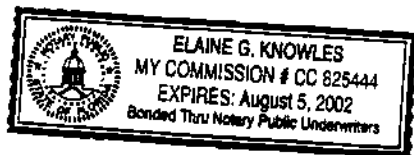
By: Joseph Magli
Name: JOSEPH MAGLI
Title: Vice President

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9th day of July, 2001 by Joseph Magli as Vice President of First Union National Bank, a national banking association, on behalf of the association. He () is personally known to me or () has produced _____ as identification.

Elaine G. Knowles
Notary Public

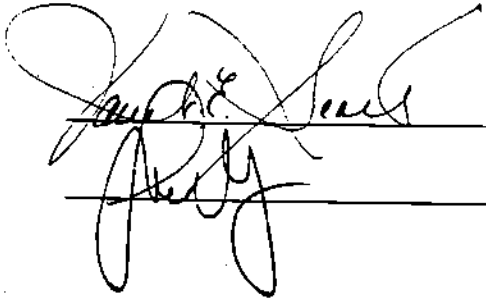
[Notarial Seal]



Printed Name of Notary _____
My Commission Expires: _____
Commission Number: _____

JOINDER BY APPROVED BUILDER

Delcrest Homes, Inc., a Florida Corporation., joins in the filing of this Declaration of Covenants and Restrictions for Valencia at Abacoa and agrees to be bound by and enforce all of the terms and conditions thereof.



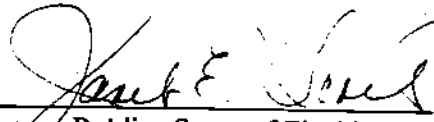
Delcrest Homes, Inc.
a Florida Corporation

BY: 

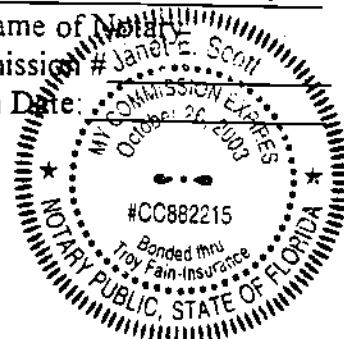
President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

July The foregoing instrument was acknowledged before me this 3 day of July, 2001 by MARK SPIRITIS, as the Delcrest Homes, Inc., a Florida Corporation, who executed same on behalf of the corporation and who is personally known to me.

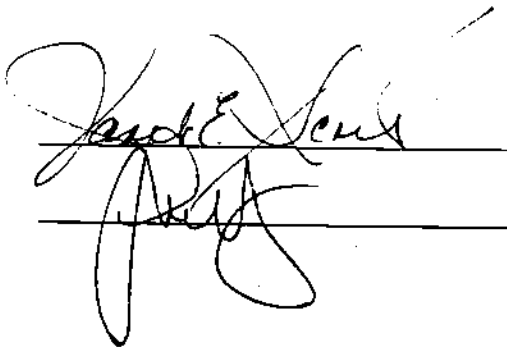


Notary Public, State of Florida
JANET E. SCOTT
Printed Name of Notary
My Commission # Janet E. Scott
Expiration Date: _____

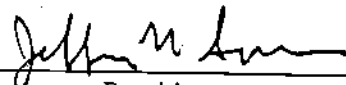


JOINDER BY APPROVED BUILDER

Spear Valencia Corp., a Florida Corporation., joins in the filing of this Declaration of Covenants and Restrictions for Valencia at Abacoa and agrees to be bound by and enforce all of the terms and conditions thereof.



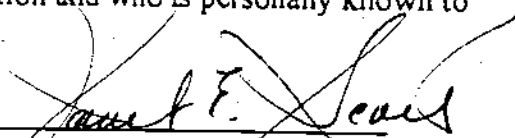
Spear Valencia Corp.
a Florida Corporation

BY: 

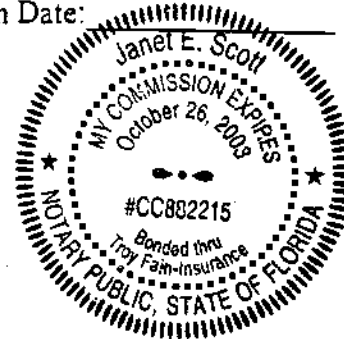
President.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3 day of July, 2001 by JEFFREY M. SPEAR, as the Spear Valencia Corp., a Florida Corporation, who executed same on behalf of the corporation and who is personally known to me.

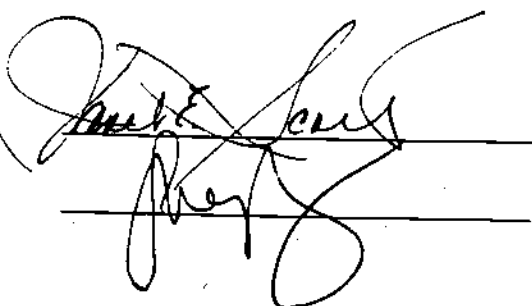


Notary Public, State of Florida
JANET E. SCOTT
Printed Name of Notary
My Commission # _____
Expiration Date: _____

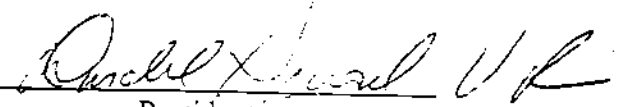


JOINDER BY APPROVED BUILDER

Issa Homes, Inc., a Florida Corporation., joins in the filing of this Declaration of Covenants and Restrictions for Valencia at Abacoa and agrees to be bound by and enforce all of the terms and conditions thereof.



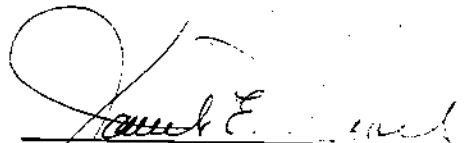
Issa Homes, Inc.
a Florida Corporation

BY: 

President

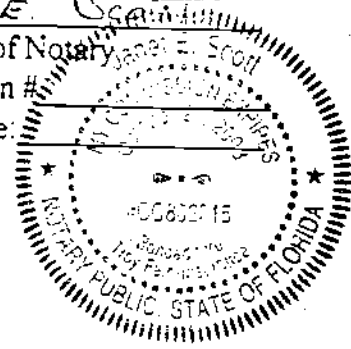
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3 day of July, 2001 by DONALD HEMPEL, as the Issa Homes, Inc., a Florida Corporation, who executed same on behalf of the corporation and who is personally known to me.



Notary Public, State of Florida

JANET E. SCOTT
Printed Name of Notary
My Commission # _____
Expiration Date: _____



JOINDER BY APPROVED BUILDER

A. Panebianco Jr., Inc., d/b/a Paone Builders, a Florida Corporation accepts the designation by Frankel/Paone Homes, L.C., as an Approved Builder of Valencia at Abacoa and agrees to be bound by and enforce all of the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Valencia at Abacoa, recorded in Official Records Book 12814, Page 1688, in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 22 day of March, 2002.

A. Panebianco Jr., Inc.
d/b/a Paone Builders
A Florida Corporation

[Signature]

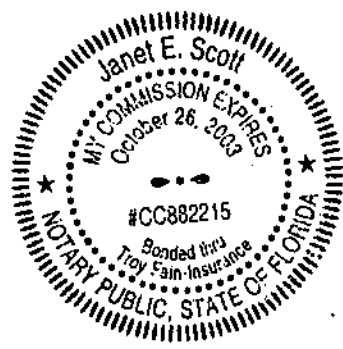
Janet E. Scott

BY [Signature]

Its President

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of March, 2002 by A. PANEBIANCO, as the President of A. Panebianco Jr., d/b/a Paone Builders, a Florida Corporation who executed same on behalf of the corporation and who is personally known to me.



[Signature]

Notary Public, State of Florida
JANET E. SCOTT

Printed Name of Notary

EXHIBIT "A"

All of that certain Plat of Valencia at Abacoa, Phase I, according to the plat thereof recorded in Plat Book 90, Page 90, all in the Public Records of Palm Beach County, Florida.

Less and except Tract R-100.

w/c 35



Prepared by and return to:
Sherry Lefkowitz Hyman
200 Admirals Cove Blvd.
Suite 417
Jupiter, FL 33477

02/06/2002 16:37:08 20020070467
OR BK 13391 PG 1689
Palm Beach County, Florida

FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR VALENCIA AT ABACOA

THIS FIRST AMENDMENT made as the 14 day of January, 2002,
FRANKEL/PAONE HOMES, L.C., a Florida Limited Liability Company (hereinafter referred to
as the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused that certain Declaration of Covenants and Restrictions for
Valencia at Abacoa, dated July 23, 2001, to be recorded in the Public Records of Palm Beach
County, Florida, in Official Records Book 12814, Page 1688 (the "Declaration");

WHEREAS, in accordance with Article XVIII, Paragraph 3, of the Declaration,
Declarant is reserved the absolute and unconditional right to alter, modify, change, revoke,
rescind, or cancel any or all of the provisions contained in this Declaration and thereafter
included in any subsequent Declaration for as long as the Declarant owns at least one Lot in the
Property; provided that nothing therein shall prejudice or otherwise impair the security of any
mortgagee of record as to any Lot.

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the parties hereto agree as follows:

1. The following shall be added at the end of Article V, USE OF PROPERTY,
Paragraph 2, "Use Restrictions", Section G, Vehicles, of the Declaration:

*It is the intent of this provision that sport utility vehicles ("SUV")
shall be permitted, subject to the rules regulating parking as set forth
above and in Paragraph H immediately below.*

2. Except as otherwise expressly set forth herein, the terms and conditions of the
Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

FRANKEL/PAONE HOMES, L.C.
A Florida limited liability company
BY: Frankel Enterprises, L.C.
Its Managing Member

BY: *Thomas Frankel*
THOMAS FRANKEL, Managing Member

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Thomas Frankel, to me well known to be the person described in and who executed the foregoing instrument as Managing Member of Frankel Enterprises, L.C., as Managing Member of Frankel/Paone Homes, L.C., a Florida Limited Liability Company, and he acknowledged before me that he executed such instrument as such Managing Member of said Company, and that said instrument is the free act and deed of said Company.

WITNESS my hand and official seal at the County and State aforesaid, this 14 day of January, 2002.

[Signature] (SEAL)
Notary Public

My Commission Expires:



W/C 35 LW

05/10/2002 10:12:09 200202383
OR BK 13691 PG 1699
Palm Beach County, Florida

Prepared by and return to:
Sherry Lefkowitz Hyman
200 Admirals Cove Blvd.
Suite 417
Jupiter, FL 33477

SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR VALENCIA AT ABACOA

THIS SECOND AMENDMENT made as the 7 day of May, 2002,
FRANKEL/PAONE HOMES, L.C., a Florida Limited Liability Company (hereinafter referred to
as the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused that certain Declaration of Covenants and Restrictions for
Valencia at Abacoa, dated July 23, 2001, to be recorded in the Public Records of Palm Beach
County, Florida, in Official Records Book 12814, Page 1688, as amended by First Amendment to
Declaration of Covenants and Restrictions for Valencia at Abacoa, recorded in Official Records
Book 13391 Page 1689, all in the Public Records of Palm Beach County, Florida
(the "Declaration");

WHEREAS, in accordance with Article XVIII, Paragraph 3, of the Declaration,
Declarant is reserved the absolute and unconditional right to alter, modify, change, revoke,
rescind, or cancel any or all of the provisions contained in this Declaration and thereafter
included in any subsequent Declaration for as long as the Declarant owns at least one Lot in the
Property; provided that nothing therein shall prejudice or otherwise impair the security of any
mortgagee of record as to any Lot.

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the parties hereto agree as follows:

1. Article XV is hereby amended to add the following provision:

*5. Change of Name. Developer reserves the right to change the
name of the Property to any name that it deems desirable, so
long as the new name maintains the Mediterranean theme
established by the community, by recording an Amendment to
this Declaration. No Owner's or Approved Builder's vote or
consent shall be required to approve said Amendment, nor shall
any Owner or Approved Builder have any claim whatsoever
against Developer, Approved Builders, or Association arising
out of or relating to the change of the name of the Property.*

2. Except as otherwise expressly set forth herein, the terms and conditions of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

FRANKEL/PAONE HOMES, L.C.
A Florida limited liability company
BY: Frankel Enterprises, L.C.
Its Managing Member

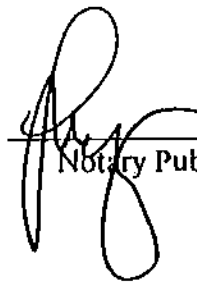
BY: 
THOMAS FRANKEL, Managing Member

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Thomas Frankel, to me well known to be the person described in and who executed the foregoing instrument as Managing Member of Frankel Enterprises, L.C., as Managing Member of Frankel/Paone Homes, L.C., a Florida Limited Liability Company, and he acknowledged before me that he executed such instrument as such Managing Member of said Company, and that said instrument is the free act and deed of said Company.

WITNESS my hand and official seal, at the County and State aforesaid, this 7 day of May, 2002.



 (SEAL)
Notary Public

My Commission Expires:



WC-35
16/LW

05/31/2002 13:18:26 2002027531
OR BK 13758 PG 0956
Palm Beach County, Florida

Prepared by and return to:
Sherry Lefkowitz Hyman
200 Admirals Cove Blvd.
Suite 417
Jupiter, FL 33477

**MODIFICATION TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR VALENCIA AT ABACOA**

THIS MODIFICATION made as the 22 day of May, 2002, by
FRANKEL/PAONE HOMES, L.C., a Florida Limited Liability Company (hereinafter referred to
as the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused that certain Declaration of Covenants and Restrictions for
Valencia at Abacoa, dated July 23, 2001, to be recorded in the Public Records of Palm Beach
County, Florida, in Official Records Book 12814, Page 1688, as amended by First Amendment to
Declaration of Covenants and Restrictions for Valencia at Abacoa, recorded in Official Records
Book 13391, Page 1689, and as further amended by Second Amendment to Declaration of
Covenants and Restrictions for Valencia at Abacoa, recorded in Official Records Book 13691,
Page 1699, all in the Public Records of Palm Beach County, Florida
(the "Declaration");

WHEREAS, in accordance with Article XVIII, Paragraph 3, of the Declaration,
Declarant is reserved the absolute and unconditional right to alter, modify, change, revoke,
rescind, or cancel any or all of the provisions contained in this Declaration and thereafter
included in any subsequent Declaration for as long as the Declarant owns at least one Lot in the
Property; provided that nothing therein shall prejudice or otherwise impair the security of any
mortgage of record as to any Lot.

WHEREAS, the Joinder by Association attached to the Declaration recorded in Official
Record Book 12814, Page 1734, public records in Palm Beach County, Florida "Joinder by
Association" contained a scrivener's error.

WHEREAS, the Declarant desires to modify the Declaration by correcting and revising
the Joinder by Association as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the parties hereto agree as follows:

1. Declarant hereby modifies and corrects the Declaration by replacing the Joinder by
Association with the form attached hereto and made a part hereof as Exhibit "A".
2. Except as otherwise expressly set forth herein, the terms and conditions of the
Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

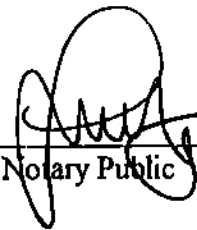
FRANKEL/PAONE HOMES, L.C.
A Florida limited liability company
BY: Frankel Enterprises, L.C.
Its Managing Member

BY: 
THOMAS FRANKEL, Managing Member

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Thomas Frankel, to me well known to be the person described in and who executed the foregoing instrument as Managing Member of Frankel Enterprises, L.C., as Managing Member of Frankel/Paone Homes, L.C., a Florida Limited Liability Company, and he acknowledged before me that he executed such instrument as such Managing Member of said Company, and that said instrument is the free act and deed of said Company.

WITNESS my hand and official seal at the County and State aforesaid, this 22 day of May, 2002.



Notary Public (SEAL)

My Commission Expires:



EXHIBIT "A"

JOINDER BY ASSOCIATION

Valencia at Abacoa Homeowners Association, Inc. joins in the filing of this Declaration of Covenants and Restrictions for Valencia at Abacoa and agrees to be bound by and enforce all of the terms and conditions thereof.

[Signature]
Per All

Valencia at Abacoa Homeowners Association, Inc.
a Florida not for profit Corporation

BY: [Signature]
President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of May, 2001 by [Signature] as the President of Valencia at Abacoa Homeowners Association, Inc., a Florida not for profit corporation, who executed same on behalf of the corporation and who is personally known to me.

[Signature]
Notary Public, State of Florida
[Signature]
Printed Name of Notary
My Commission # _____
Expiration Date: _____



Property Appraiser Parcel Identification (Roll) Number(s):

544
Prepared by and return to:
Alye M. Daniels, Esquire
Gary, Dytzych & Ryan, P.A.
701 US Hwy. One, Suite 402
North Palm Beach, FL 33408

ABACOA
Declaration of Covenants, Conditions and Restrictions

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ABACOA

Declaration of Covenants, Conditions and Restrictions

PREAMBLE

WE, THE DEVELOPER AND ALL TITLEHOLDERS who come to own Real Property subject to this Declaration within the Community of Abacoa, located in the Town of Jupiter, Florida, affirm and subscribe to the purposes and provisions of this Declaration and concur as to the considerable importance and value of the mission and goals of Abacoa, as set forth in this Preamble, to all Titleholders of Abacoa.

WE AFFIRM THAT the central purpose of this Declaration is to beneficially protect and enhance the general health, safety and welfare of the Titleholders and residents in Abacoa and to promote opportunities for enrichment of the quality of life of each Titleholder and Abacoa resident, and further, to make substantive contributions to the Community of Abacoa in which we live and own Real Property.

WE FURTHER ENDORSE AND PLEDGE our support for and commitment to the provisions of this Declaration, as amended from time to time, and the following objectives that have materially influenced the Community Plan for Abacoa and the design of the Abacoa Property Owners Assembly, Inc., the internal governing body for Abacoa:

1. To satisfy the intent of the Community Plan, the MXD Ordinance and the Development Order, all as may be modified from time to time, that, in their conception, were directed towards the goals of protecting and enhancing the value of each Titleholder's financial investment in Real Property in Abacoa.

2. To provide for the human habitation of the lands comprising Abacoa in ways that minimize adverse environmental impacts and that otherwise serve to protect and enhance the wholesomeness of the human and natural ecosystems that operate within Abacoa.

3. To provide for each Titleholder and all residents unique opportunities to enjoy a social environment that enriches personal and family life through community congeniality and the operation of an overall spirit about Abacoa that it is an especially emotionally and spiritually rewarding place to live. In particular, Abacoa has been conceived to uniquely provide opportunities for individual, personal growth to better enable each person to more fully fulfill his and her human potential.

4. To foster a strong sense of inter-connectedness between each Titleholder and Abacoa resident in support of the idea that for a community to be able to give its utmost to its individual

constituents, its individual constituents must give their practical utmost to their community.

5. To promote the idea that a community's greatest assets are derived from the essential individuality of each of its citizens, and that so long as a person's expression of his or her individuality does not encroach upon the comfort and rights of others and does not compromise the integrity of his or her community, he or she is fully entitled to express his or her individuality in any fashion.

DEVELOPER'S STATEMENT OF MISSION AND GOALS FOR ABACOA

Abacoa Development Company, a Delaware corporation authorized to do business in the state of Florida ("Developer"), has set forth its plan to develop Abacoa in a manner that balances reasonable business objectives with appropriate social objectives. Specifically, it is Developer's objective, on behalf of its business interests, and on behalf of all Titleholders to plan and develop Abacoa in a manner that significantly contributes to the quality of life for Abacoa's Titleholders and residents.

More specifically, Developer is of the opinion that recent community designs have largely failed to adequately respond to basic human needs to the degree that is practical for a given community, and that this failure, combined with the serious ecological concerns of these times urgently deserves creative remedial attention in which the development community should play a significant role.

It is Developer's desire for Abacoa to emerge and evolve as a community whose operation responds to its citizens' basic needs to the extent practical under the provisions of the Founding Documents, while at the same time minimizing adverse impacts upon the natural environment created by human habitation. Developer believes that these objectives can only be fully realized through the vigorous and creative operation of a cooperative spirit and dedicated enterprise involving the Town of Jupiter, Palm Beach County, Florida, others who become involved in planning and developing properties in Abacoa and the Titleholders and residents of Abacoa. To these ends this Declaration has been written and the Abacoa Property Owners' Assembly, Inc. established.

ARTICLE I GENERAL PROVISIONS

1.

§1.1 [Definitions]

Incorporated into this Declaration is Community Declaration Appendix One, "Definitions of Certain Significant Terms Employed in Abacoa Founding Documents". These definitions are intended to guide the interpretation and application of the provisions

contained in the Governing Documents by which the affairs of the Abacoa Property Owners Assembly, Inc. shall be conducted. Any amendments to these definitions shall be accomplished in accordance with the same provisions for amending the main body of this Declaration.

§1.2 [Scope and Effect of Declaration]

Developer as owner, lessee, or optionee to purchase the Real Property described in Exhibit "A", attached hereto and made a part hereof (the "Abacoa Property"), together with the joinder and consent of the John D. and Catherine T. MacArthur Foundation, an Illinois not for profit corporation, hereby grant and declare that such Real Property may be subjected to this Declaration upon the recordation of one or more Declarations of Annexation in accordance with this Declaration, which Declarations of Annexation will specify the portion of the Abacoa Property then being subjected to this Declaration. Until a Declaration of Annexation for a portion of property is recorded in the Public Records, said portion of property shall not be deemed subjected to this Declaration. Upon a Declaration of Annexation being recorded, such Real Property referred to therein shall thereafter be held, transferred, sold, conveyed and occupied subject to the covenants, easements, restrictions, assessments, charges, fees and liens provided for and set forth in this Declaration, all of which conditions shall run with the land and be binding on any party having any right, title or interest in the Real Property encumbered by this Declaration and subject to the covenants, easements, restrictions, assessments, charges, fees and liens now or hereafter provided for and set forth in the applicable Declarations of Annexations, all of which conditions shall run with the applicable land and be binding on any party having any right, title or interest in the Real Property encumbered by the applicable Declarations of Annexations.

All or any portion of the Abacoa Property, as well as any Real Property which is neighboring or contiguous to the Abacoa Property, may be subjected to this Declaration upon the recordation of one or more Declarations of Annexation. As set forth in Community Declaration Appendix Two attached hereto and incorporated herein by reference, all or any portion of the Abacoa Property may be annexed unilaterally by the Developer, regardless of the ownership of the Real Property comprising the Abacoa Property at the time of such annexation. Developer hereby grants and declares that the Real Property comprising the Abacoa Property is and shall be subject to the Developer's right to unilaterally annex all or any portion of such Real Property for so long as Developer's Rights and Obligations exist. Declarations of Annexation filed by any persons or entities other than Developer, so long as Developer's Rights and Obligations exist, shall require Developer's written joinder. Declarations of Annexation shall be subject to all applicable Public Laws; provided, that Declarations of Annexation shall be subject to the following conditions:

(a) During the period the Developer's Rights and Obligations are in force, any subsection to this Declaration of a particular portion of the Abacoa Property shall become effective only by or with the written consent of the Developer and such portion may be further subdivided only by or with the written consent of the Developer. Subject to the limitations set forth in APPENDIX TWO, during the period the Developer's Rights and Obligations are in force, Developer shall have the right to deannex property previously subjected to the terms of this Declaration. Subsequent to the period the Developer's Rights and Obligations are in force, then the annexation, deannexation or subdivision of portions of the Abacoa Property shall be effected by the Assembly, if and only if, the written approval of the owner of the property to be annexed has been obtained.

(b) During the period the Developer's Rights and Obligations are in force, all or any portion of any Real Property which is neighboring or contiguous to the Abacoa Property may be subjected to this Declaration and further subdivided by or with the written consent of the Developer in accordance with the Community Plan as it may be amended from time to time. Subsequent to the period the Developer's Rights and Obligations are in force, then the annexation of such Real Property which is neighboring or contiguous to the Abacoa Property shall be effected at a duly called meeting at which a Quorum of Voting Members is present with the approval of Voting Members representing at least two-thirds (2/3) of all Titleholder votes entitled to be cast and with the approval of the Board of Directors, if and only if, the written approval of the owner of such property to be annexed has been obtained.

(c) A copy of any Declaration of Annexation shall be filed with the Assembly, and the original thereof shall be recorded in the Public Records.

§1.3 [Community Plan]

(a) Purpose. The Community Plan is a dynamic plan for the development of Abacoa. For the purposes of beneficially securing and enriching the visual character of Abacoa, a set of initial Urban and Architectural Standards has or may be devised to ensure maximum opportunities for individual creativity while at the same time maintaining a consistent thematic harmony throughout Abacoa as it becomes developed. It is anticipated that the Community Plan and the Urban and Architectural Standards will be modified from time to time in order to optimally benefit from individualistic design expressions. In addition to the Urban and Architectural Standards, any Real Property subjected to this Declaration by a Declaration of Annexation may be subject to urban and architectural standards as referenced in their Declaration of Annexation, but such individual Neighborhood or District urban and

architectural standards shall not intrude upon or conflict with the thematic harmony of Abacoa as to any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property.

The Community Plan is also intended to be able to be modified in order to accommodate and respond to changes in technological, economic, environmental, legal, and social conditions that emerge and which may beneficially or adversely affect the development, marketing, or community operations, or which in other ways impede the achievements of the missions and goals of Abacoa.

(b) **Implementation of the Community Plan.** Because the Community Plan is intended to be dynamic, that is, designed to accommodate changes, it shall not bind Developer to improve or develop any land in accordance with the Community Plan. All development work performed by Developer or Developer's assigns shall be in accordance with the approvals granted by the Town, as such approvals are modified from time to time by the Town.

(c) **Amendments To Community Plan.** Developer reserves the right to propose and effect amendments to the Community Plan to fulfill the purposes set forth in this Section. As long as the amendments to the Community Plan desired by Developer are in accordance with or do not conflict with the Development Order, the MXD Ordinance, zoning and other governmental regulations required by the Town or any other governmental agency having jurisdiction thereof, as they are amended from time to time, Developer shall have the absolute right to effect such amendments to the Community Plan without the approval of any other person or entity. Proposed amendments to change any land use designation on the Community Plan requiring public hearings by the Town or any other governmental agency shall be presented in accordance with the Public Laws, but unless Public Law specifically requires otherwise, shall not require the approval of Titleholders, the Board of Directors or any other board of directors of any Neighborhood Association or District Association.

§1.4 [Merger]

In accordance with its Articles of Incorporation, a copy of which is attached hereto as EXHIBIT "B", the property, rights, and obligations of the Assembly may be transferred to another surviving or consolidated organization similar in corporate nature and purposes. The surviving or consolidated organization may administer the covenants and restrictions established upon any other properties as one entity. However, no such merger or consolidation shall affect any revocation, change, or addition to the provisions established by this Declaration within the Abacoa Property except as provided in this Declaration. Such a merger or consolidation shall occur only in accordance with the provisions of

applicable Public Laws.

ORL 9739 Pg 1637

ARTICLE II
2. ABACOA PROPERTY OWNERS ASSEMBLY, INC.

§2.1 [Establishment of Assembly]

Developer has filed with the Florida Secretary of State, Articles of Incorporation for the Assembly, the primary governing body responsible for carrying out the intents and provisions of this Declaration. The Assembly is charged with the duties and vested with the powers prescribed by law and those set forth in this Declaration and the other Governing Documents, as such may be amended from time to time.

§2.2 [Organizational Structure of Assembly]

The Assembly is comprised of all Titleholders within the Submitted Properties. The primary purpose of the Assembly is to own, manage, maintain and operate certain properties for the benefit of Titleholders and to carry out the responsibilities established for the Assembly in the Governing Documents. The affairs of the Assembly shall be governed and administered through a governing structure consisting of a Board of Directors, a President, such other officers as determined by the Board of Directors, a Community Architect and an Improvement Management Coordination Committee.

(a) Board of Directors. The Board of Directors shall be appointed or elected as more fully set forth in the Bylaws, a copy of which is attached hereto as EXHIBIT "C". The duties and powers of the Board of Directors are as set forth in the Governing Documents, any of which may be amended from time to time in accordance with their terms.

The Bylaws shall provide for the manner of selection of each of the members of the Board of Directors (a "Director"). The Directors shall elect a President and such other officers as the Directors determine to be appropriate.

(b) Community Architect. As more fully set forth in this Declaration and the Bylaws, the Board of Directors shall appoint a Community Architect, whose principal purpose and function shall be to review all applications approved by the applicable Neighborhood Architectural Committee or District Architectural Committee for construction of Living Units, Commercial Units and accessory buildings and structures, and the modifications thereto, and issue approvals in connection therewith if said construction or modification is acceptable.

(c) **Improvement Management Coordination Committee.** As more fully set forth in the Bylaws, the Board of Directors shall appoint the Improvement Management Coordination Committee. The principal purposes and functions of the Improvement Management Coordination Committee, apart from those provided by law, and elsewhere in the Governing Documents include:

(1) To coordinate with the NPBCID for the maintenance of the areas constructed by NPBCID and the areas required to be maintained by NPBCID upon construction by Developer or its assigns;

(2) To assist NPBCID in determining the budget and the assessments each year which NPBCID will assess.

(3) To propose a management plan and budget for the Community Property to the Board of Directors for approval.

§2.3 [Evolution of Assembly]

Upon the expiration of Developer's Rights and Obligations, the Bylaws provide a mechanism for electing the Board of Directors.

§2.4 [Voting Rights]

(a) **Classes of Membership.** The Assembly shall have four (4) classes of membership, Class "A", Class "B", Class "C" and Class "D", as follows:

(1) Class "A" Members shall be all Titleholders of Living Units except the Developer. Upon the expiration of Developers' Rights and Obligations, a Class "A" Member shall be entitled to one (1) vote for each Living Unit owned by such Titleholder for the purpose of electing the Voting Member(s) for that Neighborhood. The Voting Members are entitled to vote as specified in Section 2.5 hereof, unless otherwise specified in this Declaration or the By-Laws. Each Voting Member shall represent the Neighborhood or District which elected such Voting Member.

In any situation where a Titleholder is entitled personally to exercise the vote for such Titleholder's Unit, and more than one (1) person or entity holds the interest in such Living Unit owned by such Titleholder, the vote for such Living Unit shall be exercised as those persons and entities owning the Living Unit determine among themselves, and advise the Secretary of the Association in writing prior to casting their vote. In the absence of such written advice, the Living Unit's vote shall be suspended if more than one (1) person seeks to exercise it.

(2) Class "B" Members shall be all Titleholders of Submitted Property who do not qualify as a Class "A" Member, class

"C" Member or Class "D" Member. Upon the expiration of Developer's Rights and Obligations, a Class "B" Member shall be entitled to one (1) vote for each acre (rounded up to the nearest acre) owned by such Titleholder. The Voting Members are entitled to vote as specified in Section 2.5, unless otherwise specified in this Declaration or the By-Laws. Each Voting Member shall represent the Neighborhood or District which elected such Voting Member.

In any situation where a Titleholder is entitled personally to exercise the vote for such Titleholder, and more than one (1) person or entity holds the interest of the Real Estate owned by such Titleholder, the vote for such Real Estate shall be exercised as those persons and entities owning the Real Estate determine among themselves, and advise the Secretary of the Association in writing prior to casting their vote. In the absence of such written advice, the Titleholder's vote shall be suspended if more than one (1) person seeks to exercise it.

(3) Class "C" Member shall be the Developer. The rights of the Class "C" Member are set forth in Appendix Two Developer's Rights and Obligations to the Declaration. Notwithstanding anything to the contrary herein, only the Class "C" Member shall have voting rights during the period Developer's Rights and Obligations are in effect.

(4) Class "D" Member shall be the Golf Course Property Titleholder. Upon the expiration of Developer's Rights and Obligations, the Class "D" Member shall be entitled to appoint four (4) Voting Members. The Voting Members appointed by the Golf Course Property Titleholder shall not be entitled to vote for the election of members to the Board of Directors. The Voting Members appointed by the Golf Course Property Titleholder shall be allowed to vote on all other matters requiring a vote by Voting Members.

(5) Except as otherwise specified in the Bylaws or this Declaration, the vote for each Living Unit owned by a Class "A" Member shall be exercised by the Voting Member(s) representing the Neighborhood or District of which the Living Unit is a part. The Voting Member may cast all, but not less than all, such votes as the Voting Member, in his or her discretion, deems appropriate, including casting such votes differently in accordance with the differing views of the Titleholders.

(6) Except as otherwise specified in the Bylaws or this Declaration, the vote for each acre owned by a Class "B" Member shall be exercised by the Voting Member(s) representing the District of which such acre is a part. The Voting Member may cast all, but not less than all, such votes as the Voting Member, in his or her discretion, deems appropriate, including casting such votes differently in accordance with the differing views of the Titleholders.

(7) Notwithstanding anything to the contrary herein, for any District consisting of Living Units and Commercial and Workplace Properties, the members from that District shall be considered Class "B" Members and the governing documents for that District Association shall determine how the Voting Members shall be elected from said District. In the event the governing documents do not so specify the election process for said District's Voting Members, then the Developer shall make such determination.

§2.5 [Voting Members]

(a) Class "A" Members. The Class "A" Members within each Neighborhood or District may elect one Voting Member for each 50 Units within the Neighborhood or District (rounded up to the nearest 50). The governing documents for each Neighborhood or District shall provide the procedure for nominating and electing the Voting Member(s) from such Neighborhood or District. On all Assembly matters requiring a Class "A" Membership vote, each such Voting Member shall be entitled to cast that number of votes (rounded up if necessary) determined by dividing the total number of Class "A" votes attributable to Living Units in the Neighborhood or District that elected such Voting Member, as applicable, by the number of Voting Members elected from such Neighborhood or District, except as otherwise specified in this Declaration or the By-Laws. The Class "A" Members may also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member.

(b) Class "B" Members. The Class "B" Members within each District may elect one Voting Member for each ten acres within the District (rounded up to the nearest 10 acres). Each District's governing documents shall provide the procedure for nominating and electing the Voting Member(s) from such District. On all Assembly matters requiring a Class "B" Membership vote, each such Voting Member shall be entitled to cast that number of votes (rounded up if necessary) determined by dividing the total number of Class "B" votes attributable to the acreage in the Neighborhood or District that elected such Voting Member, as applicable, by the number of Voting Members elected from such Neighborhood or District, except as otherwise specified in this Declaration or the By-Laws. The Class "B" Members may also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member.

(c) Annual Election. Subsequent to the expiration of the Developer's Rights and Obligations, Voting Members shall be elected annually. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year or until a successor has been elected, whichever is later.

(d) Removal. Any Voting Member may be removed, with or without cause, upon the vote or written petition of a majority of the votes of the Titleholders entitled to elect such Voting Member. In the case of the Class "D" Voting Member, the Class "D" Member may remove any Class "D" Voting Member at any time.

(e) Voting Districts. The Developer, during the period the Developers' Rights and Obligations are in effect may establish voting groups which take effect after the Developers' Rights and Obligations expire and provide for representation by voting group on the Board of Directors so long as the representation on the Board of Directors between the (1) Board of Directors' members elected by the Voting Members elected by the Class "A" Members, and (2) the Board of Directors' members elected by the Class "B" Members, remain equal. Subsequent to the expiration of Developer's Rights and Obligations, the Assembly, through actions of the Directors, may establish voting groups which provide for representation by voting group on the Board of Directors so long as the representation on the Board of Directors between the Board of Directors' members elected by the Voting "A" Members and the Board of Directors' members elected by the Class "B" Members remain equal, unless otherwise agreed to by the Voting Members elected by the Class "A" Members and the Voting Members elected by the Class "B" Members as more particularly set forth in the Bylaws.

§2.6 [Assembly's Power of Assessment]

(a) Establishment of the Lien for Assessments. Notwithstanding anything to the contrary herein, no assessment shall begin to accrue on the Abacoa Property or on any other portion of Real Property until such Abacoa Property or Real Property has been subjected to this Declaration by virtue of a Declaration of Annexation recorded in the Public Records. The Assembly, through actions of the Directors, shall be empowered to levy assessments upon Titleholders for funding the costs, including reserves, of all lawful activities undertaken by the Assembly and that are in support of and consistent with the purposes and provisions of the Governing Documents. Each Neighborhood Association and District Association shall have the obligation to collect all assessments due the Association, including but not limited to the General Assessments and Local Assessments, for the Lots such Neighborhood Association or District Association administers or controls and pay to the Assembly all such assessments when such assessments are due; provided, however, that the Assembly may, in its sole discretion, elect to collect such assessments from the Neighborhood Associations and District Associations or directly from the Titleholders. In the event the Assembly chooses to collect such assessments from the Neighborhood Associations and District Associations, the obligation of each Neighborhood Association and District Association to pay to the Assembly any assessment levied upon Lots within the jurisdiction of said Neighborhood Association and District Association, together

with interest, costs, late fees, reasonable attorneys' fees and all other reasonable charges imposed by the Assembly in accordance with the Governing Documents shall be the personal obligation of each such Neighborhood Association and District Association, as applicable. In addition, the obligation of each Titleholder to pay to the Assembly any assessment levied upon his Lot (collected through said Lot's Neighborhood Association or District Association, or directly from said Titleholder), together with interest, costs, late fees, reasonable attorneys' fees and all other reasonable charges imposed by the Assembly in accordance with the Governing Documents shall be the personal obligation of each Titleholder and shall be a continuing lien against the Lot of each such Titleholder until satisfied, with such lien having priority over all other liens except those statutorily provided as being superior. Such lien shall be established and enforced by the Assembly in accordance with Public Laws. Each Titleholder, by virtue of the deed or other instrument of conveyance of a portion of the Submitted Property, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all assessments, whatever their nature, including, but not limited to any then past due assessments in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Submitted Property. In addition to the assessments and charges set forth in §2.6(c) and §2.6(d), there shall be the following General Assessments:

General Assessments. The Golf Course Property Owner shall be responsible for paying 2.1% of the total yearly annual general assessment budget. The Neighborhoods, Residential Districts and Commercial and Workplace Properties shall pay the remaining 97.9% of the annual general assessments budget. The initial annual general assessments for these areas shall be based on the assumption that all of the Abacoa Property will ultimately be Submitted Property and that the Neighborhoods, Residential Districts and Commercial and Workplace Properties will be developed in accordance with Abacoa Plat No. 1 and Master Plan Map H. Other than for the Golf Course Property, the calculation for determining a particular category's percentage share of the annual general assessment budget shall be as follows: The then Assumed Acreage of the category being determined divided by the sum of the Assumed Acreage of the Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties, multiplied by 97.9%.

By way of example, the percentage of the initial annual general assessment budget for which the Residential Neighborhoods are responsible is based on Abacoa Plat No. 1 and Master Plan Map H and is calculated on the following formula:

$$\frac{820.70 \text{ acres (the assumed Neighborhood acreage)}}{1,085.59 \text{ (the total acres of assumed Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties)}} \times 97.9\% = 73.944\%$$

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By way of example, the percentage of the initial annual general assessment budget for which the Residential Districts are responsible is based on Abacoa Plat No. 1 and Master Plan Map H and is calculated on the following formula:

51.32 acres (the assumed Residential District acreage) divided by 1,086.59 (the total acres of assumed Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties) multiplied by 97.9% = 4.624%.

By way of example, the percentage of the initial annual general assessment budget for which the Commercial and Workplace Properties are responsible is based on Abacoa Plat No. 1 and Master Plan Map H and is calculated on the following formula:

214.57 acres (the assumed Commercial and Workplace Properties acreage) divided by 1,086.59 (the total acres of assumed Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties) multiplied by 97.9% = 19.332%.

By way of example, the percentage of the annual general assessment budget for which the Golf Course Property Titleholder is responsible is 2.1%.

Therefore, Residential Neighborhoods shall initially be responsible for 73.944% of the annual general assessments budget; Residential Districts shall initially be responsible for 4.624% of the annual general assessments budget; Commercial and Workplace Properties shall initially be responsible for 19.332% of the annual general assessments budget and the Golf Course Property shall be responsible for 2.1% of the annual general assessments budget.

On October 1st of each year, the Assumed Acreage attributable to the Residential Neighborhoods, the Residential Districts and the Commercial and Workplace Properties shall be updated based upon the actual acreage attributed to each category as a result of any replat of Abacoa Plat No. 1, or any additional plat or replat within the Abacoa Property. The Developer shall have the absolute right, in Developer's sole discretion, to adjust the foregoing formula by substituting a different assumed number of acres in the appropriate category of Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties for the acreage not yet submitted as Submitted Property. A new allocation of the 97.9% portion of the annual general assessments budget between the Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties shall then be calculated based on the new assumed acreages.

Once the assessment obligation of the Residential Neighborhoods, Residential Districts, and the Commercial and Workplace Properties is determined, then, the assessments to be paid by each Titleholder (then or thereafter coming into existence prior to the next recalculation) shall be calculated as follows:

As to Residential Neighborhoods, the assessments to be paid by each Titleholder within the Residential Neighborhoods shall be calculated based upon the number of proposed or actual Living Units within the Residential Neighborhoods owned by such Titleholder, divided by the sum of the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents, plus 90% of the number of assumed units allocated to the remaining Residential Neighborhoods as set forth in the Master Plan Map N or determined by Developer, as said numbers are modified from time to time to reflect the actual number of proposed or existing Living Units contained within a Residential Neighborhood as shown on plats, replats or condominium governing documents, or as determined by Developer, in Developer's sole discretion. Notwithstanding the foregoing, until October 1, 1997, the initial general assessment allocated shall be based on 90% of the units as shown on Master Plan H and shall not be based on any actual filed plats, replats and governing condominium documents.

As to Residential Districts, the assessments to be paid by each Titleholder within the Residential District shall be calculated based upon the number of proposed or actual Living Units owned by such Titleholder, divided by the sum of the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents, plus 90% of the number of assumed units allocated to the remaining Residential Districts as set forth in the Master Plan Map H or determined by Developer, as said numbers are modified from time to time to reflect the actual number of proposed or existing Living Units contained within a Residential District as shown on plats, replats or condominium governing documents or as determined by the Developer, in Developer's sole discretion. Notwithstanding the foregoing, until October 1, 1997, the initial general assessment allocated shall be based on 90% of the units as shown on Master Plan N and shall not be based on any actual filed plats, replats and condominium governing documents.

As to Commercial and Workplace Properties the assessments to be paid by each Titleholder within the Commercial and Workplace Properties shall be calculated based upon the number of acres owned by such Titleholder (rounded up to the nearest acre) divided by the sum of the rounded acres allocated to the Commercial and Workplace Properties as set forth in the Master Plan Map H as said numbers are modified from time to time to reflect the actual number

of acres contained within a Commercial and Workplace District as shown on plats or replats or as determined by the Developer, in Developer's sole discretion.

Notwithstanding anything to the contrary herein, where an acre within the Commercial and Workplace Properties is divided into more than one lot containing one or more condominium units with more than one Titleholder, the allocation between the Titleholders within such acreage of said acreage's share shall be determined by the individual acreage's governing condominium documents.

In addition, on October 1st of each year, the assessment obligation of each Titleholder shall be adjusted. The adjustment for the Residential Neighborhoods shall be determined based upon the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents, together with 90% of the number of assumed units in the remaining Residential Neighborhoods as set forth in the Master Plan Map H. The adjustment for the Residential Districts shall be determined based upon the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents together with 90% of the remaining number of assumed in the remaining Residential Districts as set forth in the Master Plan Map H. The adjustment for the Commercial and Workplace Properties shall be determined based upon 100% of the actual platted or replatted acreage within the Commercial and Workplace Properties together with 100% of the remaining number of the estimated acres as set forth in Master Plan Map H.

By way of example, Master Plan Map H estimates 727 Lots within the Residential Districts. If, as a result of a re-plat of a Residential District, there are 100 actual platted Lots (with 100 Living Units assumed to be built on such platted Lots) within that particular Residential District, then the assessment attributable to each proposed or existing Living Unit within the Residential Districts shall be $1/664.3$ (627 unplatted Lots $\times .90 = 564.3$ plus 100 actual platted Lots = 664.3) of the total Residential Districts' assessments.

The Developer during the period Developer's Rights and Obligations are in effect, in making the annual October 1 adjustments, has the absolute discretion to determine the number of assumed units and acres (for those areas not subdivided into Lots by replat) to be used in calculating the annual adjustments. In the event a determination is made by the Developer never to submit to the Declaration certain portions of the Abacoa Property, then such portions shall be excluded from the calculations of the annual adjustments.

(b) Establishment of General Assessments. The General

Assessments imposed upon the budget adopted yearly by the Bylaws. For the Obligations, Developer (including General Assessments) shall be liable for payments as provided from the accordance with s Rights and assessments but shall be

(c) Other Levy. The Assembly may levy assessments in Declarations of Annexed Lots by a vote of two-thirds (2/3) of the defraying the costs that appertain to such Lots. Assessments" and such Assessments shall be known as "Local Assessments".

The Assembly may also levy assessments against Lots of irrigation quality water facilities on actual or projected costs of maintenance.

The Assembly may, also levy assessments upon some non-contiguous Lots upon eighty percent (80%) of the costs with respect to such supplemental costs of supplemental.

The Assembly may, the Lot of a Titleholder, who has been provided for in the Governing Documents, or failed to take an action, which Documents and which has resulted in not limited to as a result of being located or discharged on, over. Such cost determination may include consequential costs as legal fees and rates, and additional administrative shall also have ultimate responsibility the Assembly as a result of actions or omissions of tenants or lessees.

(d) Titleholder's Obligations. Each Titleholder, other than the Participating Builder, upon closing on the title shall pay to the Assembly within two (2) months of all assessments applicable to the Lot at the time of taking title. Each Participating Builder shall pay to a Lot improved by a Commercial Building a sum equal to two (2) months of assessments, if

applicable) in effect at the time of taking title. Such contributions are not refundable, are not a prepayment of assessments and are payable by all transferees upon the resale of Lots.

(e) **Lien for Assessments and Enforcement of Financial Obligations.** All assessments and money claims for collection from Titleholders levied by the Assembly, including initial contributions described in §2.6(d), shall constitute a continuing lien as provided for in §2.6(a). Procedures for levying and collecting assessments shall be as determined by the Board of Directors. Non-residency of a Titleholder or non-use of services, shall not relieve any Titleholder of assessment obligations. However, the Board of Directors may waive assessments of Lots operated for public benefit by a governmental agency or a non-profit organization whose activities are deemed by the Board of Directors as being in the general public interest.

A Titleholder's personal obligation for outstanding assessments and money claims that have arisen during his ownership shall survive conveyance of his Lot to another Titleholder. The lien for such assessments and money claims shall also survive transference of title such that in the event the obligation is not promptly satisfied by the former Titleholder, the obligation for prompt payment shall become that of the successor Titleholder, unless the successor Titleholder is an Institutional Lender who assumed title through foreclosure or a deed in lieu of foreclosure. An Institutional Lender who assumed title through foreclosure, or a deed in lieu of foreclosure, except as provided below, shall only be liable for those assessments accruing after the Institutional Lender obtained title except in the case where a claim of lien for assessments was recorded prior to the recordation of the mortgage which was foreclosed or deed in lieu of foreclosure was taken or in the case where Florida Statutes specifically enumerate circumstances where prior assessments may be collected from the lenders. Any unpaid share of assessments which are not permitted under this Declaration or Public Laws to be collected from an Institutional Lender shall be collectible as General Assessments from all Titleholders, including the acquirer of title to the foreclosed Lot or the grantee of the deed in lieu of foreclosure.

ARTICLE III

3. PROTECTIVE COVENANTS

§3.1 [Uses of Real Property]

Uses of Real Property and all activities in the Submitted Property shall be subject to all relevant Public Laws and the Governing Documents, as amended from time to time. Declarations of Annexation may provide for additional protective covenants encumbering the Real Estate that is being annexed.

§3.2 [Visual Changes to Exteriors of Real Property]

Except as to Community Property, changes in the visual appearance of the exteriors of structures and the Lots on which they are situated and any common areas owned by, leased by or in the control of a Neighborhood Association or District Association may not be made until approval has been secured in writing from the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect. Changes in landscape elements that involve additions, removal, or changes in the appearance of trees, shrubs, fences, or hard surfaces and materials shall also require written approval of the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect or the Board of Directors, as more particularly set forth in Section 4.2 above. To expedite processing of approvals for the convenience of Titleholders, the Community Architect and the Neighborhood Architectural Committees and District Architectural Committees may, in lieu of individual notices of approval in writing, issue notice of the acceptability of a kind of proposed change that does not require formal application of the Neighborhood Architectural Committee or District Architectural Committee, as applicable, or Community Architect. Such notices shall be based upon design standards approved by the Board of Directors.

As to Community Property, changes in the visual appearance of the exteriors of structures located on the Community Property and changes in landscape elements that involve additions, removal, or changes in the appearance of trees, shrubs, fences, or hard surfaces and materials located on the Community Property may not be made until approval has been secured in writing from the Community Architect.

The Community Architect may exercise a stricter set of standards than the Neighborhood Architectural Committees and District Architectural Committees to ensure that the thematic harmony of Abacoa Property is upheld for any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property.

§3.3 [Environmental Protection Measures]

In order to minimize adverse effects of human habitation in the natural environment of Abacoa Property, the Assembly may adopt Community Codes governing the use of fertilizers, pesticides and herbicides on the Submitted Properties. It may also adopt other Community Codes designed to protect the environment, including but not limited to, the Greenways and Community Property, and it may further adopt reasonable punitive measures, including reasonable fines for willful degradation of the natural environment. No Exotics or other invasive and nuisance trees, plants or grasses

shall be permitted to be brought to or planted within the Abacoa Property. The Abacoa Property is located within a wellfield protection area, and every Titleholder by virtue of being a titleholder within Abacoa Property must comply with the Public Law regarding wellfield protection.

§3.4 [Required Actions Upon Damage to Real Property]

In the event of damage to a Living Unit, Commercial Unit or other structure, the Titleholder of such Living Unit, Commercial Unit or other structure shall be obligated to repair or reconstruct the Living Unit, Commercial Unit or other structure in accordance with its appearance prior to such damage unless the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect have agreed to a modified construction plan. Such repair or reconstruction shall be accomplished within one hundred eighty (180) days of the damage unless the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect grant a waiver based upon a finding of hardship. Should a Titleholder not conform to the provisions of this §3.4, the Board of Directors is entitled to accomplish necessary repairs or reconstruction according to its best judgment, and levy an assessment upon the Titleholder for the costs involved pursuant to §2.6 of this Declaration.

§3.5 [Disposition of Real Property]

Resales, Leasing and Temporary Lodging. Upon any resale, the new Titleholder shall notify the Assembly on a form approved by the Assembly of such resale and shall submit to the Assembly any transfer fee established by the Board of Directors within fifteen (15) days of the new Titleholder's taking title. All Titleholders must notify the Assembly of all leases or rentals of any of the Submitted Property which they own and submit to the Assembly any transfer fee established by the Board of Directors within fifteen (15) days of the earlier of the entering into any such arrangement and the possession by the lessee of the applicable Submitted Property. All Neighborhood Associations and District Associations, as applicable, shall periodically, as required by the Board, notify the Assembly, to the best of their knowledge, of any changes in Titleholders or tenants within the boundaries of their Neighborhood or District, as applicable. Required approvals, if any, in connection with resales, leasing and temporary lodging of any Lot, Living Unit or accessory unit shall be governed by the individual Declarations of Annexation and Public Law. Additionally, as to those Living Units where the affordable housing requirements of the MXD Ordinance apply, the Board of Directors shall have the right to approve such purchase prices, but any such approval shall not be deemed confirmation by the Board of Directors that such purchase prices meet the affordable housing requirements.

§3.6 [Adverse Actions in Property Use]

No Titleholder (or their invitees or lessees) shall take any action or fail to take an action that actually or tends to jeopardize property values or that otherwise might be detrimental to the Submitted Properties or to the well-being of Titleholders, or the Assembly. Declarations of Annexation may further define adverse actions, and the Board of Directors shall establish due process procedures for dealing with alleged adverse actions. As to any Real Property under the jurisdiction of a Neighborhood Board of Directors or District Board of Directors, the Board of Directors shall not take any action under this Section until notice is given to the Neighborhood Board of Directors or District Board of Directors, as applicable, requesting such applicable board of directors take action on the matter, except that in the event of an occurrence affecting the proper operation of the South Florida Water Management District or NPBCID surface water management system or the Town's drainage system, or other emergency, no advance notice need be given the Neighborhood Board of Directors or District Board of Directors by the Board of Directors prior to the Board of Directors taking action to require the applicable Titleholder to correct the problem or the Assembly correcting the problem directly and assessing the applicable Titleholders directly. Failure of the applicable Neighborhood Board of Directors or District Board of Directors to take action within 30 days of receipt of said notice from the Board of Directors shall result in the Board of Directors having the right to take action on the matter and directly assess the applicable Titleholder, Neighborhood Association or District Association, as applicable, for all fees and costs arising therefrom. Categories of adverse actions shall include failure to comply with any of the provisions of this section, failure to maintain one's Lot in accordance with Community Codes, failure to comply with the drainage requirements of the South Florida Water Management District or NPBCID surface water management plan, as amended from time to time, failure to comply with the Town's drainage system plan, as amended from time to time, failure to maintain any Community Property located within a Neighborhood or District, if required by the Assembly, failure to maintain any Real Property owned, maintained, managed or otherwise in the custody of the Neighborhood Association or District Association in accordance with the standards required by the Assembly and/or any governmental agency having jurisdiction thereof, and actions that compromise the safety or comfort of Titleholders or their property through noxious practices or activities. Noxious activities include those that tend to offend people acoustically, olfactorily or visually according to standards provided for in the Governing Documents and according to common traditions as to acceptable social norms. The foregoing is not intended to detract from the essential individuality of each person, so long as a person's expression of individuality is in compliance with the Governing Documents and does not encroach upon the comfort and rights of others and does not compromise the

integrity of the Community. Notwithstanding anything to the contrary herein, any uses permitted in the Development Order or MXD Ordinance shall automatically be deemed nonadverse and not noxious and shall be permitted under this Section.

ARTICLE IV

4. NEIGHBORHOOD AND DISTRICT ASSOCIATIONS AND COMMITTEES

§4.1 [Establishment of Neighborhood Associations and District Associations]

Except for the Golf Course Property, each Neighborhood or District, as applicable, shall establish a governing not for profit corporation ("Neighborhood Association" or "District Association", as applicable), to govern and administer the property contained within such Neighborhood or District. Developer must consent in writing to all Declarations of Annexation and Neighborhood or District declarations, which consents shall be recorded therewith, and must approve Articles of Incorporation and Bylaws of said associations prior to their being formed during the period Developer's Rights and Obligations are in force, and thereafter said approval shall be required from the Board of Directors. Said associations shall be governed by a president and a board of directors elected as set forth in their respective bylaws. The board of directors of said associations shall appoint such officers as required by their respective bylaws and architectural committee to assist the board in carrying out said board's duties. Notwithstanding the preceding sentence, one member of each of the Neighborhood Architectural Committees and District Architectural Committees, as applicable, shall be appointed by the Board of Directors. A stricter set of standards may be established by the Board of Directors to protect the thematic harmony of Abacoa as to any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property.

Even though the Golf Course Property is not required to establish a Neighborhood Association or District Association, the Golf Course Property shall still be subject to all other provisions and requirements set forth in the Governing Documents, including but not limited to, the requirement that all improvements on the Golf Course Property must be approved by the Community Architect subject to appeal to the Board of Directors, and that the Golf Course Property is subject to assessment and lien rights of the Assembly. Additionally, the Golf Course Property shall not be modified so as to impede or increase the flow of stormwater without the approval of the Assembly and any applicable governmental agencies. The Golf Course Property must comply with all required permit conditions of any governmental body having jurisdiction thereof.

§4.2 [Establishment of Neighborhood and District Architectural Committees]

Except for the Golf Course Property, each Neighborhood or District, as applicable, shall establish a regulatory body ("Neighborhood Architectural Committee" or "District Architectural Committee", as applicable), to aid the Community Architect in maintaining the visual integrity of the Community and to consider and make decisions on all applications by Titleholders for making design or visual changes to exteriors of the Lots in that Neighborhood or District and upon the improvements located thereon. Except for the Developer and Participating Builders, Titleholders desiring to make visual changes to the exteriors of their Lots or improvements thereon shall make an application for such proposed changes to the applicable Neighborhood Architectural Committee or District Architectural Committee. Such applications, if approved by the Neighborhood Architectural Committee or District Architectural Committee, must then be reviewed by the Community Architect. If the Community Architect approves said application then the application is deemed approved. If the Community Architect does not approve said application, the applicant Titleholder may during the 30 day period following said disapproval, appeal the Community Architect's decision to the Board of Directors. A schedule of reasonable fees may be established by the Board of Directors for defraying costs of administering applications.

§4.3 [Duties of the Neighborhood and District Architectural Committees]

The Neighborhood Architectural Committees and the District Architectural Committees shall serve to interpret and make decisions on proposed design and visual changes, based upon design standards established by the Neighborhood Board of Directors or District Board of Directors, as applicable, and in accordance with procedures established in the Governing Documents. During the period Developer's Right and Obligations are in force, the Neighborhood Architectural Committees and the District Architectural Committees may not establish or amend design standards unless and until Developer approves same, and thereafter such design standards must be approved by the Board of Directors. The Neighborhood Architectural Committees and the District Architectural Committees shall also provide interpretive advice to the Community Architect and Board of Directors, when requested, to aid in findings on alleged violations of design standards. As more fully provided in the Bylaws, all initial improvements by the Developer or Participating Builders shall be exclusively and only subject to the approval and scrutiny of the Community Architect who shall be appointed by Developer so long as its Developer's Rights and Obligations are in force. Unless otherwise provided by the Board of Directors with respect to specific design and visual changes, all other proposed design and visual changes shall be

percent of the annual operating budget. Borrowing of amounts in excess of that limit shall require a vote of a majority of all of the Voting Members.

3.2.4 Approval of all contractual obligations, not provided for in the annual operating budget, that exceed one-half of one percent (.5%) of the annual operating budget and of all contractual obligations in the annual operating budget that exceed one (1%) percent of the budgeted expenditures for the current year. The Board of Directors may increase the foregoing limitations.

3.2.5 Except as otherwise provided, to amend these Bylaws. So long as Developer's Rights and Obligations are in effect, proposed amendments to these Bylaws shall also be subject to the approval of the Developer.

3.2.6 Hear and make final determinations on appeals from decisions of the Community Architect (if the Community Architect's decision is to disapprove the approval decision of the applicable Neighborhood Architectural Committee or District Architectural Committee), the Improvement Management Coordination Committee, or any other Committee within the jurisdiction of the Assembly.

3.2.7 Provide oversight and enforcement and to promulgate rules and regulations regarding the maintenance and use of Greenways and Community Property in accordance with the Founding Documents and subject to the requirements of Public Law and to enter into contracts in connection therewith.

3.2.8 To enter into contracts on behalf of the Assembly with NPBCID or any other agency or entity in connection with the Assembly's managing the Greenways or other property.

3.2.9 To defend and insure the continuing integrity and operation of the missions and goals of Abecoa as set forth in the Preamble of this Declaration and to enforce the Governing Documents.

3.2.10 To enact provisions deemed appropriate to carrying out its responsibilities including provisions establishing rules of conduct for the use, maintenance, and appearance of the Abecoa Property (including Community Property and Greenways) pursuant to the powers and duties vested in the Board of Directors by the Founding Documents, and subject to provisions contained in Public Law governing any action.

3.2.11 To provide oversight of the administration of the affairs of the Assembly.

3.2.12 To take actions on applications for proposed changes in use of Abecoa Property in accordance with the Founding Documents.

3.2.13 To issue permits for Non-Conforming Uses of the Properties, in accordance with the Founding Documents and subject to the requirements of Public Law.

3.2.14 To establish rules of procedure for the manner in which cases of alleged violations of the Governing Documents are processed. Rules of procedure shall be consistent with traditional customs of due process in favor of protecting individual rights.

3.2.15 To approve the taking of title to Real Property which will serve as Community Property or Greenway and the conveyance, leasing and mortgaging thereof.

3.2.16 To appoint and remove the Community Architect, the Community Manager and the members of the Improvement Management Coordination Committee.

3.2.17 To enter into contracts on behalf of the Assembly with any agency or entity in connection with the management of the Community Property, including, but not limited to the Greenways.

3.2.18 To review and approve or disapprove the purchase prices of all Living Units required to comply with the affordable housing requirements of the MCD Ordinance during the period of time that such units are required to comply with said affordable housing requirement and to take any actions necessary to correct any violations thereof.

3.2.19 To provide oversight and enforcement and to promulgate rules and regulations regarding the drainage of the Abacoa Property to ensure compliance with the South Florida Water Management District surface water management plan, as amended from time to time, and the drainage system plan of the Town, as amended from time to time.

3.2.20 To promulgate procedures to ensure compliance of and to enforce compliance within the Abacoa Property of the Development Order, the applicable Development of Regional Impact and Public Laws and to enforce said procedures.

3.3 Legislative Actions of the Board of Directors.

The Board of Directors may from time-to-time pass resolutions approving the following legislative actions:

3.3.1 Actions limiting or controlling property rights that relate to or affect the use of the Community Property or Greenways

3.3.2 Actions taken by the Board of Directors calling for or accomplishing amendments to the Community Codes that relate to or affect the Community Property or Greenways

3.3.3 Actions adding new provisions to the Community Codes that relate to or affect the use of Community Property or Greenways.

3.3.4 Actions that prescribe procedures for implementing provisions of the Governing Documents including, but not limited to:

3.3.4.1 Assessment collection procedures.

3.3.4.2 Procedures associated with applications for visual changes to Lots and any improvements thereon.

3.3.4.3 Policies related to use and control of Community Property.

3.3.4.4 Establishment of temporary rules and permits.

3.3.4.5 Establishment of policies relating to the opening of bank accounts for the Assembly and the signatures required in connection therewith.

Collectively, the above resolutions for the above stated actions constitute the

Community Codes.

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3.3.5 General Resolutions. Additionally, the Board of Directors may pass General Resolutions, which are actions taken by the Board of Directors in connection with the management of the business and affairs of the Assembly that do not constitute the Community Code. Such actions include, but are not limited to:

3.3.5.1 Financial matters including, but not limited to, determining annual budgets, establishing assessments, borrowing of money and transferring funds.

3.3.5.2 Expenditure authorizations requiring Board of Directors action.

3.3.5.3 Contracts requiring Board of Directors action.

3.3.5.4 Proposed appointments by the President requiring Board of Directors action.

3.3.5.5 Decisions on appeals relating to actions by the Community Architect or the Improvement Management Coordination Committee.

3.3.5.6 Appointment of one member to each Neighborhood Architectural Committee and one member to each District Architectural Committee.

3.3.5.7 Appointment and removal of the Community Architect, the Community attorney, members of the Improvement Management Coordination Committee and, from time to time, members of special committees convened to consider matters of interest to the Assembly.

The above actions may be enacted at the meeting in which they first arise or at any subsequent duly noticed meeting, or by written consent by a majority plus one of the Board of Directors.

3.4 Officers.

3.4.1 Designation. The Officers of the Corporation ("Officers") shall be the President, the Vice President, the Secretary, and the Community Treasurer, and such other officers as determined by the Board from time to time, all of whom shall be elected by the Board of Directors. Officers need not be Titleholders.

3.4.2 Election of Officers. The Officers of the Board of Directors shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

3.4.3 Removal of Officers. At any regular or special meeting of the Board of Directors, upon the affirmative vote of a majority plus one of all members of the Board of Directors, any Officer may be removed, with or without cause, and a successor elected by the remaining members of the Board of Directors to fill the vacancy.

3.4.4 President. The President shall preside over all meetings of the Board of Directors; be responsible for preparing the agenda for all Board of Directors meetings; assure that each of the Directors have in advance of any meetings sufficient information and materials on which to base informed decisions; represent the Board of Directors to the Assembly; appoint committees of the Board of Directors; assure that each member of the Board of Directors and its Officers properly carry out their duties and responsibilities. The President's duties which shall not be diminished by the Directors without a vote of a majority of all of the Voting Members, shall also include:

3.4.4.1 Contract Approvals. Approval of all contracts involving sums less than one (1%) percent of the annual operating budget (unless a higher limit is set by the Board of Directors), provided an allocation for the expenditure has been made in the annual operating budget; otherwise, the President's contract authority for each contract shall be limited to one-half of one percent (.5%) of the annual operating budget, unless otherwise determined by the Board of Directors.

3.4.4.2 Reimbursement. The President shall be reimbursed from Assembly funds for reasonable expenses the President may incur in carrying out the President's duties. The Board of Directors shall determine what constitutes reasonable expenses.

3.4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President, when the President is absent or unable to act. If neither the President or the Vice President are present or able to act, the Board of Directors shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall perform such other duties as may be assigned by the President or the Board of Directors.

3.4.6 Secretary. The Secretary shall be responsible for causing the following to be done: keeping minutes of all meetings of the Assembly and of the Board of Directors; recording all resolutions of the Assembly and of the Board of Directors and properly maintaining the Book of Resolutions; maintaining such books and records as the Board of Directors may direct; providing all notices required to be provided; maintaining a roster of Titleholders, Voting Members and Mortgagees reflecting the address to which any such notices shall be sent; and in general, perform all duties incident to the office of Secretary.

3.4.7 Community Treasurer. The Community Treasurer shall receive and deposit in appropriate bank accounts all monies of the Assembly. The Community Treasurer shall keep proper books of account, cause an annual audit or review of the Assembly's books to be made by a public accountant at the completion of each fiscal year and shall assist in the preparation of an annual budget and a statement of income and expenditures to be presented to the Voting Members at its regular annual meeting and deliver a copy to each of the Voting Members.

3.5 Operations of the Board of Directors.

All meetings of the Board of Directors shall be open to all Titleholders except to the extent the Public Laws permit closed meetings, in which event any decision to close a meeting shall receive the concurrence of a majority of a Quorum of the Board of Directors.

3.5.1 Organization Meeting. Within thirty (30) days following each annual election the Board of Directors shall hold an organizational meeting at which Officers for the current year are elected.

3.5.2 Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be set from time to time by a majority plus one of the entire Board of Directors, but in no event less frequently than once per quarter. Notice of regular meetings shall be given to (1) each Director by mail, telegraph, telefax, telephone, or in person, at least three (3) business days prior to the date of the meeting and (2) to all Titleholders, by the notice being posted in a conspicuous place, at least 48 hours in advance of the meeting, or by the notice being published in Abacoa's principal medium of communication.

3.5.3 Special Meetings. Special Meetings of the Board of Directors may be called by the President, or by the Secretary on the written request of at least three (3) Directors on not less than three (3) business days notice to each Director, given in the same manner as notice for a regular meeting.

of the Board of Directors. All Titleholders shall receive notice of Special Meetings by the notice being posted in a conspicuous place, at least 48 hours in advance of the meeting, or by the notice being published in Abaco's principal medium of communication.

3.5.4 Waiver of Notice. Any Director may at any time, in writing, waive notice of any Board of Directors meeting, and such waiver shall be deemed equivalent to the giving of such notice. Presence at any Board of Directors meeting by any Director shall constitute a waiver of notice. If all Directors are present at any Board of Directors meeting, no notice to Directors shall be required and any Board of Directors' business may be transacted at such meeting.

3.5.5 Quorum of Board of Directors. At all meetings of the Board of Directors a Quorum of Directors must be present for the transaction of business, and the votes of a majority of those Board of Directors present shall constitute the decision of the Board of Directors except regarding matters for which different voting requirements are required. If a quorum is not present, a majority of those Directors present may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the adjourned meeting shall be given in the manner prescribed for regular meetings.

3.5.6 Compensation. Directors shall not be entitled to compensation. Directors shall be reimbursed from Assembly funds for authorized out-of-pocket expenses incurred in the fulfillment of Board of Directors duties. The Board of Directors shall determine what expenses are authorized.

3.5.7 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors. The Secretary shall assure that minutes are recorded and a minute book maintained as well as a record of all resolutions. The then current edition of Robert's Rules of Order shall govern the conduct of Board meetings when not in conflict with Public Laws or the Governing Documents.

3.5.8 Common or Interested Directors. Each Director shall exercise such Director's powers and duties in good faith and with a view to the interests of the Assembly. No contract or other transaction between the Assembly and any of the Directors, or between the Assembly and any other corporation, firm or other entity (including Developer) in which any of the Directors are directors or have a material financial interest, is either void or voidable solely because of the common directorship or interest, if any of the following conditions are met:

3.5.8.1 The fact of the common directorship or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or the committee authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority plus one of disinterested Directors, even if the disinterested Directors constitute less than a quorum of Directors; or

3.5.8.2 The fact of the common directorship or interest is disclosed or known to the Voting Members entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Voting Members entitled to vote other than the vote of the interested Director; or

3.5.8.3 The contract or transaction is fair and reasonable to the Assembly.

Any common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee of the Board or at a meeting of the

Voting Members, as the case may be, at which the contract or transaction is authorized, approved or ratified.

**ARTICLE IV
EXECUTIVE BRANCH**

4

4.1 Organization of the Executive Branch.

The Executive Branch shall be headed by a President. The day-to-day affairs, for which the President has oversight responsibilities, shall be administered under the direction and supervision of a Community Manager properly licensed by the governmental agencies having jurisdiction thereof. Activities of the Assembly and Titleholders relating to design or visual changes in Lots and Improvements thereon shall be under the direction and supervision of the applicable Neighborhood Architectural Committee, subject to approval by the Community Architect.

4.2 Community Architect.

4.2.1 Qualifications: New Construction. The Community Architect shall be a person with demonstrable experience in a design profession and proficiency with the MCD Ordinance and urban planning, and must be properly licensed by all the appropriate governmental agencies. The Community Architect shall be responsible for reviewing all applications for new construction of Living Units, Commercial Units and accessory buildings and structures and, upon determination that plans for such structures are consistent with the Community Plan (as such term is defined in APPENDIX ONE of the Declaration), shall issue appropriate approvals, with or without reasonable conditions and stipulations within a reasonable time period as determined by the Board of Directors. The Community Architect may enforce a stricter set of standards to ensure that the thematic harmony of Abacoa Property is upheld for any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property. Notwithstanding anything to the contrary contained in the Governing Documents, the Community Architect's approval shall be the only approval required for new construction by the Developer and the Participating Builders. During the Developer's Rights and Obligations period, the Community Architect shall be appointed by the Developer and the Developer shall have the sole right to remove such Community Architect, with or without cause, and appoint a new Community Architect.

4.2.2 Compensation. The Community Architect may be reasonably compensated as determined by the Directors.

4.3 Community Manager.

4.3.1 Duties. The day-to-day affairs of the Assembly shall be administered by the Community Manager who shall be appointed by and report directly to the Board of Directors. The scope of the authority of the Community Manager as to binding commitments made on behalf of the Assembly shall be as determined by the Board of Directors.

4.3.2 Compensation. The Community Manager may be reasonably compensated as determined by the Directors.

**ARTICLE V
IMPROVEMENT MANAGEMENT COORDINATION COMMITTEE**

5

5.1 Organization and Terms of Office.

The Improvement Management Coordination Committee shall consist of up to seven (7) members appointed by the Board of Directors. The term of office for members of the Improvement Management Coordination Committee shall be for up to two (2) years, with approximately fifty (50%) percent of the positions filled on an annual basis. The Board of Directors shall hire a paid independent consultant who shall be an accountant, which consultant shall automatically be one member of the Improvement Management Coordination Committee. Any member of the Improvement Management Coordination Committee may be removed with or without cause upon a majority plus one vote of the entire Board of Directors.

5.2 Duties.

The Improvement Management Coordination Committee shall assist NPBCID in the management and maintenance of those improvements developed by NPBCID or Developer through a contractual relationship with NPBCID. Additionally, the Improvement Management Coordination Committee shall have such duties as provided in the Governing Documents, and as further determined from time to time by the Board of Directors.

5.3 Compensation.

Members of the Improvement Management Coordination Committee may be entitled to compensation as determined by the Board of Directors.

**ARTICLE VII
ARBITRATION**

6

6.1 Organization and Terms of Office.

In the event of a dispute regarding the Assembly's enforcing or failure to enforce any provisions of the Governing Documents, the disputing parties shall submit the matter to binding arbitration under the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

6.2 Compensation.

The arbitrators may be entitled to compensation on a per meeting basis or as otherwise determined by the Board of Directors.

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of an occurrence affecting the proper operation of the South Florida Water Management District or NPBCID surface water management system or the Town's drainage system, the compliance with Development Order (including but not limited to the affordability housing requirements thereunder) or other emergency, no advance notice need be given the Neighborhood Board of Directors or District Board of Directors by the Board of Directors prior to the Board of Directors taking action to require the applicable Titleholder to correct the problem or the Assembly correcting the problem directly and assessing the applicable Titleholders directly. Failure of the applicable Neighborhood Board of Directors or District Board of Directors to take action within 30 days of receipt of said notice from the Board of Directors shall result in the Board of Directors having the right to take action on the matter and directly assess the applicable Titleholder, Neighborhood Association or District Association, as applicable, for all fees and costs arising therefrom. Categories of adverse actions shall include failure to comply with any of the provisions of this section, failure to maintain one's Lot in accordance with Community Codes, failure to comply with the drainage requirements of the South Florida Water Management District or NPBCID surface water management plan, as amended from time to time, failure to comply with the Town's drainage system plan, as amended from time to time, failure to maintain any and all requirements under the Development Order (including, but not limited to the affordable housing requirements), failure to maintain any Community Property located within a Neighborhood or District, if required by the Assembly, failure to maintain any Real Property owned, maintained, managed or otherwise in the custody of the Neighborhood Association or District Association in accordance with the standards required by the Assembly and/or any governmental agency having jurisdiction thereof, and actions that compromise the safety or comfort of Titleholders or their property through noxious practices or activities. Noxious activities include those that tend to offend people acoustically, olfactorily or visually according to standards provided for in the Governing Documents and according to common traditions as to acceptable social norms. The foregoing is not intended to detract from the essential individuality of each person, so long as a person's expression of individuality is in compliance with the Governing Documents and does not encroach upon the comfort and rights of others and does not compromise the integrity of the Community. Notwithstanding anything to the contrary herein, any uses permitted in the Development Order or MXD Ordinance shall automatically be deemed nonadverse and not noxious and shall be permitted under this section. The Assembly shall monitor and enforce the affordable housing requirements as set forth in the Development Order and in any District Association declaration and Neighborhood Association declaration (which declarations must be preapproved by Assembly). The Assembly

has the absolute right to enforce all matters necessary to comply with the Development Order, including but not limited to the affordable housing requirements and the requirements under the District Association declarations and Neighborhood Association declarations.

4. The following ARTICLE X AFFORDABLE HOUSING is hereby added to the Declaration (additional language is indicated by double underline and the deletions are indicated by ~~strikeouts~~):

ARTICLE X
AFFORDABLE HOUSING

§10.1 Condition 137 of the Abacoa Development of Regional Impact (DRI) Development Order requires that certain Neighborhoods and Districts provide for a specific number of affordable housing units for a period of not less than five (5) years from the issuance of the certificate of occupancy for that unit. The Assembly shall be responsible for monitoring and enforcing the Abacoa DRI Development Order requirements regarding affordable housing. The initial affordable housing unit cost of an affordable housing unit shall be approved by the Town of Jupiter. Thereafter, each subsequent purchaser of an affordable housing unit shall complete an affordability worksheet and submit said worksheet to the Assembly until the conclusion of the five (5) year affordability period.

§10.2 Application to Purchase an Affordable Housing Unit. Any purchaser of an affordable housing unit, other than the initial purchaser from the Participating Builder, shall complete such affordability worksheet and affidavit as are established by the Town of Jupiter, to be maintained by the applicable Neighborhood Association and District Association and by the Assembly. For a period of five (5) years commencing on March 1 of the year following the year that the initial certificate of occupancy was issued for an affordable housing unit, and continuing annually on March 1 of each year thereafter until a period of five (5) years has transpired between the date that the last affordable housing unit received its certificate of occupancy and March 1 of a subsequent year, the Neighborhood Associations and District Associations, as applicable, and the Assembly shall prepare and forward to the Town of Jupiter Community Development Department a report regarding all conveyances of affordable housing units, and copies of all affordability worksheets and affidavits prepared by any purchaser in connection with such conveyance. The Neighborhood Associations and District Associations, as applicable, and the Assembly shall maintain a separate file on each affordable housing unit containing all approval activity on the affordable housing unit for a period of five (5) years from and after the certificate of occupancy for such affordable housing unit.

§10.3 Procedure to Purchase or to Lease an Affordable

Housing Unit. All sales and leases of affordable housing units shall be subject to the approval of the Assembly and the applicable Neighborhood Association or District Association. The maximum sales price of an affordable housing unit to purchase an affordable housing unit shall be calculated annually by the Assembly and the applicable Neighborhood Association or District Association by completing the applicable worksheets prepared by the applicable Participating Builder subject to the consent and agreement of the Town of Jupiter. In order to qualify to purchase an affordable housing unit, the prospective purchaser or tenant shall comply with the requirements for conveyances set forth herein and in the applicable Neighborhood declaration or District declaration; shall complete the required affordability worksheet and affidavits; and shall submit such materials to the applicable Neighborhood Association or District Association and to the Assembly. The prospective seller and purchaser of an affordable housing unit shall complete and execute affidavits which shall state the true and correct purchase price for the affordable housing unit, and shall deliver same to the applicable Neighborhood Association or District Association and to the Assembly.

§10.4 Misrepresentations. In all sales of an affordable housing unit, excepting only the initial purchasers from the Participating Builder, if the applicable Neighborhood Association or District Association, the Assembly or the Town determine at any time that a purchaser or a seller of an affordable housing unit misrepresented either intentionally or negligently the sales price of an affordable housing unit, then the applicable Neighborhood Association or District Association, or the Assembly acting on its own, or upon the request of the Town shall have the right to void the transaction. All costs and fees, including without limitation, all attorneys fees whether or not a cause of action be filed, and at all trial and appellate levels which may accrue to the Neighborhood Association or District Association, as applicable, to the Assembly or to the Town of Jupiter as a result of voiding such a transaction shall be paid by the seller and purchaser, jointly and severally, of the applicable affordable housing unit. If the seller and purchaser, jointly and severally of the applicable affordable housing unit refuse or fail to pay the cost and fees accruing to the Neighborhood Association or District Association, as applicable, to the Assembly or to the Town of Jupiter in connection with voiding such a transaction, the Neighborhood Association or District Association, as applicable, or the Assembly shall have the right to lien the applicable affordable housing unit in an amount equal to such cost and fees accruing to the Neighborhood Association or District Association, as applicable, and the Assembly. This assessment and the collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the applicable Neighborhood Association or District Association and the Assembly.

OR8 10109 Pg 360
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

5. Except as specifically modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 24th day of November, 1997.

ABACOA DEVELOPMENT COMPANY,
a Delaware corporation

By: Nader G.K. Salour
Nader G.K. Salour, as Pres.

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

The foregoing instrument was acknowledged before me this 24th day of November, 1997 by Nader G.K. Salour, as President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.

NOTARY PUBLIC OFFICIAL NOTARY
DORE M. CESARO
COMMISSION NUMO...
CC 448622
MY COMMISSION

Dorena M. Cesaro-Perque
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME: Dorena M. Cesaro-Perque
COMMISSION EXPIRES: 2/27/99
COMMISSION NUMBER: CC 448622

Oct-20-1998 03:12pm 98-407180
ORB 10701 Pg 734

WILL CALL
BOX 116

SECOND AMENDMENT TO
ABACOA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This SECOND AMENDMENT ("Amendment") to ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 19th day of October, 1998, by Abacoa Development Company, a Delaware corporation ("Developer").

WHEREAS, Developer has recorded the ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in Official Record Book 9739, Page 1629, of the Public Records of Palm Beach County, Florida, which Developer amended by virtue of that certain First Amendment to Abacoa Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 10109, Page 356, of the Public Records of Palm Beach County, Florida, (said declaration, as amended, is collectively referred to as "Declaration"); and

WHEREAS, pursuant to Appendix Two - Developer's Rights and Obligations of the Declaration, Developer has the right to amend and modify the Declaration; and

WHEREAS, Developer intends to amend the Declaration as more fully described below, by recording this Amendment in the Public Records of Palm Beach County.

NOW, THEREFORE, pursuant to the powers reserved by Developer under the Declaration and in consideration of the premises and covenants herein contained, Developer hereby records this Amendment to the Declaration which will run with the land, as follows:

1. Any conflict between the Declaration and this Amendment shall be resolved in favor of this Amendment.
2. All reference to "Sections" shall mean those described in the Declaration.
3. Notwithstanding anything to the contrary contained in the Declaration, as a point of clarification, reference to the yearly annual budget for determining general assessments as set forth throughout the Declaration shall each year be the budget for Abacoa assuming Abacoa was totally built, unless and until the Board of Directors shall determine otherwise.
4. The definition of "Community Architect" as contained in

ORB 10701 Pg 735

Appendix One - Definitions attached to the Declaration is hereby is hereby amended and modified to read as follows (additional language is indicated by double underline and the deletions are indicated by ~~strikeouts~~):

"Community Architect means and refers to the committee set forth in the Bylaws of the Association as the Community Architect individual described in Section 2.2 of the Community Declaration, who is charged with assisting in maintaining the visual integrity of the Community."

5. Section 3.4 is hereby amended to add the following language (additional language is indicated by double underline and the deletions are indicated by ~~strikeouts~~):

"Notwithstanding anything to the contrary herein, subsequent to such damage to a Living Unit, Commercial Unit or other structure, the Assembly shall permit the razing of any such damaged improvements thereon with no requirement to reconstruct such improvements so long as the subject property is sodded, irrigated with appropriate landscaping and maintained, all in accordance with the requirements of the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect and the Urban and Architectural Standards."

6. Except as specifically modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 19th day of October, 1998.

ABACOA DEVELOPMENT COMPANY,
a Delaware corporation

Signed, Sealed and Delivered
in the presence of:

Donald M. Cesario-League
John A. Thomas

By: Nader G.H. Salour
Nader G.H. Salour, as Pres.

DRB 10701 Pg 736
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

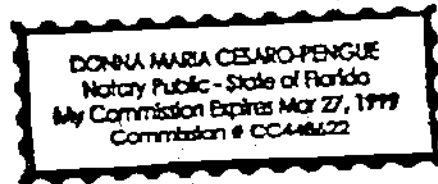
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th
day of October, 1998 by Nader G. M. Salour, as
President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on
behalf of the corporation. He/she is personally known to me or has
produced _____ as identification.

Donna Maria Cesaro-Pengue

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

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**WILL CALL
BOX 116**

May-03-1999 04:15pm 99-180100
ORR 11085 Pg 1522
11085 11085 11085 11085 11085 11085 11085 11085 11085 11085

ALYS M. BIRD... (Sue)
GARY, DYRICK & COMPANY
701 U.S. ONE, SUITE 402
NORTH PALM BEACH, FLA. 33408

**THIRD AMENDMENT TO
ABACOA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This THIRD AMENDMENT ("Amendment") to ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30th day of April, 1999, by Abacoa Development Company, a Delaware corporation ("Developer").

WHEREAS, Developer has recorded the ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in Official Record Book 9739, Page 1629, of the Public Records of Palm Beach County, Florida, which Developer amended by virtue of that certain First Amendment to Abacoa Declaration of Covenants, Conditions and Restrictions recorded in official Record Book 10109, Page 356, and that certain Second Amendment to Abacoa Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 10701, Page 734, of the Public Records of Palm Beach County, Florida, (said declaration, as amended, is collectively referred to as "Declaration"); and

WHEREAS, pursuant to Appendix Two - Developer's Rights and Obligations of the Declaration, Developer has the right to amend and modify the Declaration; and

WHEREAS, Developer intends to amend the Declaration as more fully described below, by recording this Amendment in the Public Records of Palm Beach County.

NOW, THEREFORE, pursuant to the powers reserved by Developer under the Declaration and in consideration of the premises and covenants herein contained, Developer hereby records this Amendment to the Declaration which will run with the land, as follows:

1. Any conflict between the Declaration and this Amendment shall be resolved in favor of this Amendment.
2. All reference to "Sections" shall mean those described in the Declaration.
3. The second paragraph of Section 4.2 is hereby modified to read as follows (additional language is indicated by double underline and the deletions are indicated by ~~strikeouts~~):

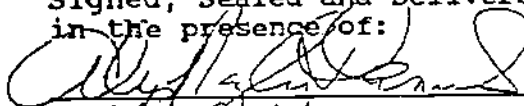
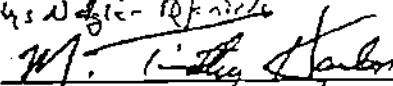
"Even though the Golf Course Property is not required to establish a Neighborhood Association or District Association,

the Golf Course Property shall still be subject to all other provisions and requirements set forth in the Governing Documents, except that any and including but not limited to, the requirement that all improvements now or hereafter constructed on the Golf Course Property shall not be subject to the construction requirements of the Declaration or the design guidelines promulgated under the Declaration, and shall not need the approval of the Neighborhood Architectural Committee, the District Architectural Committee or must be approved by the Community Architect. subject to appeal to the Board of Directors, and that The Golf Course Property is subject to assessment and lien rights of the Assembly. Additionally, the Golf Course Property shall not be modified so as to impede or increase the flow of stormwater without the approval of the Assembly and any applicable governmental agencies. The Golf Course Property must comply with all required permit conditions of any governmental body having jurisdiction thereof."

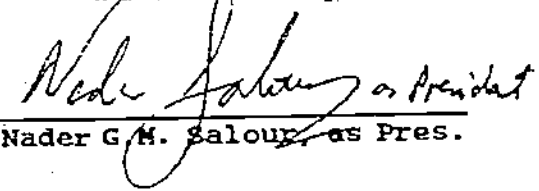
4. Except as specifically modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 30th day of April, 1999.

Signed, Sealed and Delivered
in the presence of:


Alyssa Nicole

M. Timothy Harkin

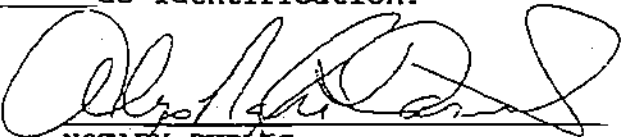
ABACOA DEVELOPMENT COMPANY,
a Delaware corporation

By: 
Nader G.M. Saloum as Pres.

ORB 11085 Pg 1524
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

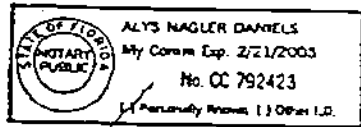
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th
day of April, 1999 by Nader G. M. Saloux, as
President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on
behalf of the corporation. He/she is personally known to me ~~or has~~
produced _____ as identification.



NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

abacoadevprntd1.doc



WILL CALL
BOX 116 ✓

AE
10

Prepared by and return to: (see)
Alys N. Daniels, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. Hwy. One, Ste. 402
N. Palm Beach, FL 33408

DECLARATION OF ANNEXATION TO
ABACOA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
("Tracts RN6A1 and RN6A2")

This DECLARATION OF ANNEXATION ("Declaration of Annexation") is made this 20 day of December, 1999, by ABACOA DEVELOPMENT COMPANY, a Delaware corporation ("Developer"), and is joined in and consented to by JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION, an Illinois not for profit corporation (the "MacArthur Foundation").

WHEREAS, Developer has recorded the Abacoa Declaration of Covenants, Conditions and Restrictions in Official Records Book 9739, page 1629, Public Records of Palm Beach County, Florida (said Declaration, as amended is referred to herein as "Declaration"); and

WHEREAS, the Declaration provides that Developer may submit additional property to the terms and conditions of the Declaration, and may designate such areas as a Neighborhood or District; and

WHEREAS, Developer desires the property described on EXHIBIT "A" and EXHIBIT "B" to this Declaration of Annexation (the "Neighborhoods") to be Submitted Property to be used as Residential Neighborhoods areas and designated as Residential Neighborhoods under the terms of the Declaration.

NOW, THEREFORE, pursuant to the powers reserved by Developer under the Declaration and in consideration of the premises and covenants herein contained, Developer hereby subjects the Neighborhoods to the terms of the Declaration as Submitted Property and declares that the Neighborhoods are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of the Declaration and this Declaration of Annexation, which will run with the land of and be binding on all parties having a right, title or interest in the Neighborhoods or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part thereof.

I. Definitions. The words and phrases used herein which are defined in the Declaration and not otherwise defined herein shall have the meanings as provided in the Declaration.

1. Neighborhood RN6A1 The property described in EXHIBIT "A" shall be referred to as "Neighborhood RN6A1", and said Neighborhood is hereby designated as "Residential

Neighborhood" under the terms of the Declaration. Neighborhood RN6A1 shall hereinafter be deemed to be Submitted Property.

2. Neighborhood RN6A2. The property described in EXHIBIT "B" shall be referred to as "Neighborhood RN6A2", and said Neighborhood is hereby designated as "Residential Neighborhood" under the terms of the Declaration. Neighborhood RN6A2 shall hereinafter be deemed to be Submitted Property.

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 16 day of Dec, 1999.

ABACOA DEVELOPMENT COMPANY,
a Delaware corporation

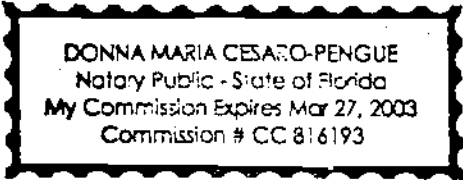
By: Nader G.M. Salour, as President
Nader G.M. Salour, as President

Donna M. Cesaro-Pengue
Witness: Donna M. Cesaro-Pengue
Judith A. Thomas
Witness: Judith A. Thomas

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16 day of Dec, 1999, by Nader G.M. Salour, as Pres. of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Donna M. Cesaro-Pengue
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME: Donna M. Cesaro-Pengue
COMMISSION EXPIRES: 3/27/03
COMMISSION NUMBER: CC816193



JOINDER AND CONSENT

FOR AND IN CONSIDERATION OF \$10.00 and other good and valuable consideration the receipt of which is hereby acknowledged, John D. and Catherine T. MacArthur Foundation, an Illinois not-for-profit corporation, as owner of a portion or all of the Abacoa Property hereby consents to the above Declaration of Annexation submitting to the terms of the Declaration Neighborhoods RN6A1 and RN6A2. The joinder and consent by John D. and Catherine T. MacArthur Foundation to this Declaration of Annexation and to any subsequent Declarations of Annexation shall not in any way imply that John D. and Catherine T. MacArthur Foundation is liable for or obligated to fulfill any obligations of the Developer thereunder.

To the extent the joinder and consent of the John D. and Catherine T. MacArthur Foundation, as owner of all or a part of the Abacoa Property is needed in order to impose this Declaration of Annexation as covenants running with the land, then this Joinder and Consent shall fulfill that requirement.

IN WITNESS WHEREOF, John D. and Catherine T. MacArthur Foundation has caused these presents to be duly executed and sealed on its behalf with the intention of making this Declaration a sealed instrument, this 20th day of December, 1999.

WITNESS:

John D. and Catherine T. MacArthur Foundation, an Illinois not-for-profit corporation

Adelle M. G... ..
Print Name of Witness: Adelle M. G...

BY: [Signature]
Joshua J. Mintz, Vice Pres.

Judy Mileuski
Print Name of Witness: Judy Mileuski

State of ILLINOIS
County of COOK

IN WITNESS WHEREOF, this 20th day of December, 1999, Joshua J. Mintz as Vice President of John D. and Catherine T. MacArthur Foundation, an Illinois not-for-profit corporation, a corporation established under the laws of the State of Illinois, has caused these presents to be duly executed and sealed on the said corporation's behalf and ~~they are~~ ^{he is} personally known to me or provided _____ as identification.

Nancy A. Rinder
NOTARY PUBLIC
SERIAL NO.: 396 322

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EXHIBIT A

Legal Description

Tract RN6A1, of ABACOA PLAT NO. 2, according to the Plat thereof recorded in Plat Book 86, Page 16, public records of Palm Beach County, Florida.

EXHIBIT B

Legal Description

Tract RN6A2, of ABACOA PLAT NO. 2, according to the Plat thereof recorded in Plat Book 86, Page 16, public records of Palm Beach County, Florida.