



Estancia

DECLARATION
OF
COVENANTS &
RESTRICTIONS,
ARTICLES OF
INCORPORATION,
AND BYLAWS

**INDEX TO GOVERNING DOCUMENTS FOR ESTANCIA
HOMEOWNERS' ASSOCIATION**

- A. Plat for Estancia recorded on April 24 , 1974 in book 30 at page 169; in Book 30 Page 169;**
- B. Affidavit of William G. Wallace recorded on November 7, 1974 in Book 2365 at Page 1601;**
- C. Declaration of Covenants and Restrictions for Estancia Homeowners Association Articles of Incorporation and By-laws recorded on March 21, 1978 in Book 2402 at page 121;**
- D. Amendment to the Declaration of Covenants and Restrictions for Estancia recorded October 18, 1976 in Book 2595 at Page 293;**
- E. Fee Simple Deed recorded on March 18, 1976 in Book 2518 at page 1732;**
- F. Special Warranty Deed Recorded on July 20, 1977 in Book 2710 at page 962;**
- G. Assignment of Developer's /Declarant's Rights recorded September 14, 1987 in Book 5417 at page 0092;**
- H. Easement recorded on April 10, 1975 in Book 2407 at Page 1279;**
- I. Grant of Easement recorded on March 18, 1976 in Book 2518 at page 1746;**
- J. Grant of Easement recorded on March 18, 1976 in Book 2518 at Page 1749;**
- K. Grant of Easement recorded on March 18, 1976 in Book 2518 at Page 1751;**
- L. Resolution No. R-76-181 recorded on April 22, 1976 in Book 2531 at Page 421;**

M. Resolution No. R-76-881 recorded on January 14, 1977 in Book 2628 at page 1870;

N. Certificate of Amendment of Estancia Homeowners' Association Incorporated, Inc. recorded January 22, 1996 in Book 9091 at Page 479;

O. Second Certificate of Amendment of the Covenants and Restrictions for Estancia recorded on January 18, 2001 in Book 12287 at page 730;

P. First Certificates of Amendments to the By-Laws of Estancia Homeowner's Association, Inc. recorded on December 8, 2004 in Book 17861 at Page 1593;

Q. Second Certificate of Amendment to the By-Laws of Estancia Homeowners' Association, Inc. recorded on March 25, 2005 in Book 18315 at page 0606;

R. Notice Required By MRTA To Preserve Interest In Land Concerning Estancia Homeowners Association, Inc. Recorded on 3/26/2002 in Book 13541 Page 1346;

S. Notice Required By Marketable Record Title Act To Preserve Interest in Land Concerning the Hammock Preservation Area Of Estancia recorded on 4/16/2010 in Book 23799 at Page 0831;

2 SHEETS SHEET 1
GEE & JENSON
CONSULTING ENGINEERS, INC.
WEST PALM BEACH, FLORIDA
MAY 1973

[illegible]

All bearings shown are based on an assumed meridian.

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, JOHN H. PATTERSON DO HEREBY CERTIFY, that I am an attorney at law and a member of the Florida Bar, licensed and practicing in Florida, and that, in my opinion, (1) aperiod record title to the lands described and shown herein is vested in Delta Corporation, a Delaware corporation, and (2) all taxes assessed and levied upon said land prior to 1975 have been paid, and (3) said lands are not encumbered by the tax of any mortgage.

John H. Deane
John H. Deane

STATE OF FLORIDA
COUNTY OF DUNEDON

KNOW ALL MEN BY THESE PRESENTS, that ARVITA CORPORATION, a Delaware Corporation, the owner of the lands described and shown hereon and plot to be known as "ESTANCA," all things therein contained to be dedicated to the public for public purposes. The use of the Estancia is hereby dedicated to the public for the uses indicated.

The foregoing reservation does not be taxed and maintained by "ESTANCA HOME OWNERS, INC." in fee simple.

IN WITNESS WHEREOF, ARVITA CORPORATION has caused these presents to be signed by its Vice-President and attested by the Secretary and its Corporate seal to be affixed hereto by and with the authority of the Board of Directors, this 6th day of August, A.D. 1973.

46X224 CCRACST47054

APPROVED: Robert B. Gale BY: Jack Pimental
President & CEO - Secretary Vice President

STATE OF FLORIDA
COUNTY OF BREVARD ss.

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JACK DOWD and ROBERT A. COLE, Vice President and Secretary, respectively, of ANANDA CORPORATION to whom well known and known to me to be the individuals described in and fully acknowledged before me that they executed the herein designated as such officers of said Corporation by and with the authority of the Board of Directors for the purposes therein expressed and that they did and did not

With ESS my hand and official seal at the City of Boca Raton, County of Palm Beach and State of Florida, this 16th day of August, A.D. 1973

My Commission expires FEBRUARY 7, 1976

STATE OF FLORIDA
COUNTY OF DALLAS, TEXAS

COUNTY OF PALM BEACH
I HEREBY CERTIFY, that the plot shown herein is a true and correct representation of a survey, made under my direction, of the foregoing described property, and that said survey is accurate to the best of my knowledge and belief, and that same will conform to the laws of the State of Florida, in relation to the same, in accordance with the laws of the State of Florida, in relation to the same, and further that the survey does comply with all requirements of Chapter 177 Florida Statutes, as amended, and conforms 23-4 of Palm Beach County, Florida.

[illegible]

THIS INSTRUMENT WAS PREPARED BY WILLIAM E. MALLACE, JR.
2019 Casselwood Blvd.
West Palm Beach, Florida

APPROVAL - PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
This plat is hereby approved for record, this 23rd day of April, A.D. 1979.

COUNTY ENGINEER
This plot is hereby found to meet all regulatory State and County laws and
ORDINANCES.

ATTEST: JOHN B. DUNN, CLERK
BOARD OF COUNTY COMMISSIONERS

Job NY 24-207

ESTANCIA

IN SECTION 15, TWP. 47S, RGE. 42 E.
PALM BEACH COUNTY, FLORIDA
IN 2 SHEETS SHEET NO. 2

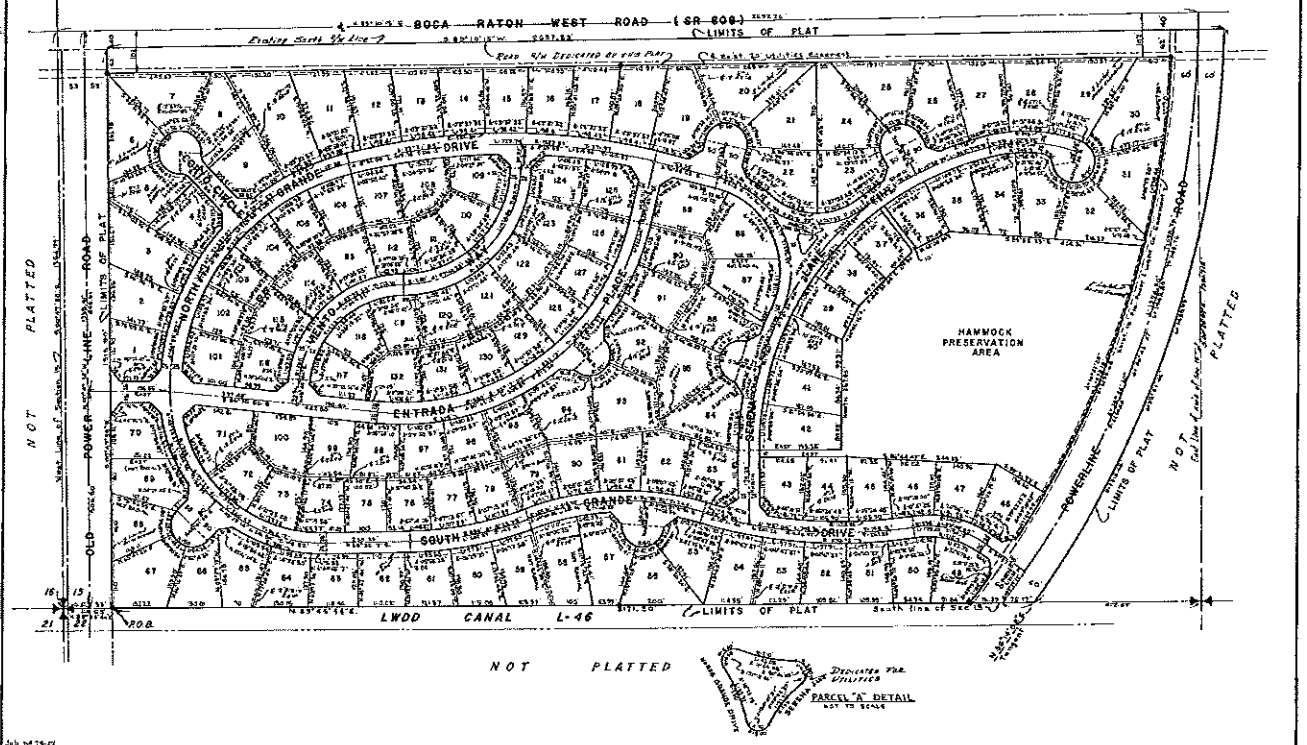
LEE & JENSEN
CONSULTING ENGINEERS, INC.
WEST PALM BEACH, FLORIDA
MAY 1975
SCALE 1"=80'

NOT PLATTED



170

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plan was filed for record at
this office May 14, 1975.
and was returned to the applicant
on May 14, 1975.
JOHN B. DUNN, Clerk of Court
By _____



74 NOV 7 PM 1:13

112998

AFFIDAVIT

File in
Gee & Jenson
2019 Checkable
Reid.
W.P.C. F.L.A. 33401

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

Before the undersigned authority, William G. Wallace, Jr., Registered Land Surveyor, Florida Certificate No. 2283, confirmed the omission of a 5-foot Drainage Easement adjoining both rights of way of all interior roads and cul-de-sac's, lying within the Lots, Parcel and Preservation Area as shown on Sheet No. 2, ESTANCIA, as recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida.

The relocated and added 10-foot Utility Easements are as shown on Sheet No. 2 of this instrument. The use of these easements are as indicated and where Drainage Easements cross Utility Easements, the Drainage Easement shall take precedence.

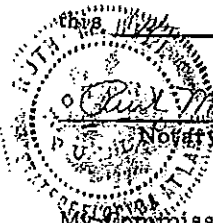
This Affidavit is made to put on record the correct information for the proper location of the Easements for the past and future of said ESTANCIA. Due to the nature of said omissions, no additional surveying is necessary. All dimensions are as platted.

William G. Wallace, Jr.
William G. Wallace, Jr.
Registered Land Surveyor
Florida Certificate No. 2283



G-60

Sworn and subscribed before me,
_____ day of *November* 1974

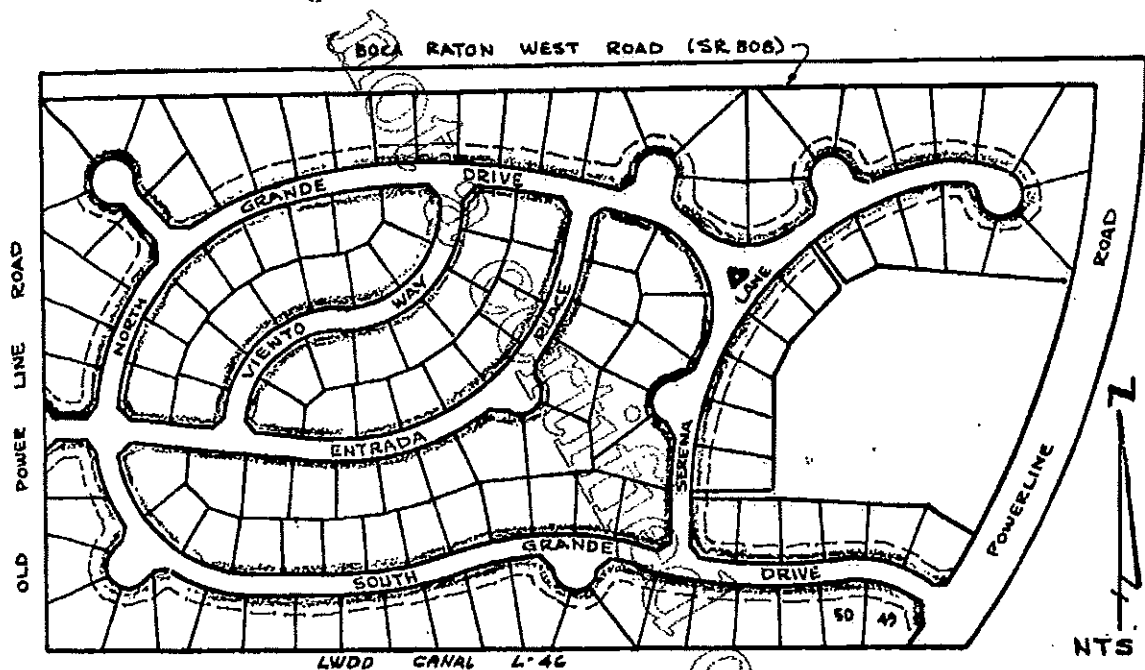


Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 8, 1976

GEE & JENSON CONSULTING ENGINEERS, INC.			
WEST PALM BEACH FLORIDA			
ADDED 5 FT. DRAINAGE AND 30' WIDE REVISED 10 FT. UTILITY EASEMENTS ESTANCIA			
DATE	BY	APPROVED	SHEET
10/25/74	None	W.G.W.	2 OF 2

ADDED 5 FOOT DRAINAGE & REVISED 10 FOOT UTILITY EASEMENTS ESTANCIA, PALM BEACH COUNTY, FLORIDA



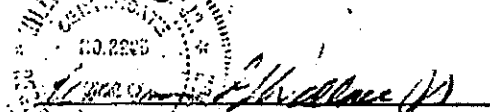
TYPICAL EASEMENTS

-  Shaded Area denotes 5' Drainage Ease.
-  Dashed Area is relocated and/or Added 10' Utility Ease.

PLAT OF ESTANCIA,
 recorded in Plat Book 30,
 Pages 169 & 170, Public
 Records of Palm Beach
 County, Florida.

Recorded in B R Book 30
 Record verified
 Palm Beach County, Fla.
 John M. Dunbar
 Clerk Circuit Court

I HEREBY CERTIFY that the
 Easements as shown hereon
 are accurate and correct to
 the best of my knowledge
 and belief.


 William G. Wallace Jr.
 Registered Land Surveyor
 Florida Certificate No 2283
 11/1/74

TO ACCOMPANY AFFIDAVIT BY
 WILLIAM G. WALLACE, JR.

GEE & JENSON CONSULTING ENGINEERS, INC.
 WEST PALM BEACH FLORIDA

ADDED 5 FT. DRAINAGE &
 REVISED 10 FT. UTILITY EASEMENTS
 ESTANCIA

DESIGNED	DRAWN	CHECKED	JOB NO.	DRAWING NO.
	MAB	WGWJr	73-111	
DATE	SCALE	APPROVED	FILE NO.	SHEET 2 OF 2
10/19/74	NONE	WGWJ		

RECORDED 2365 PAGE 1602

BRUNING 40-21 156

24882

Ret. To — This Instrument Was Prepared By:
H. WILLIAM STUBBS, JR.
MERSHON, SAWYER, JOHNSTON, DUNAWODY & COLE
P. O. Box 139
710 First Bank & Trust Bldg.
Boca Raton, Florida 33432

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR ESTANCIA**

THIS DECLARATION, Made this 10th day of February, A.D., 1975, by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Estancia") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Estancia Homeowners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation, as amended (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto, and made a part hereof, as Exhibits A and B respectively.

B. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Estancia from the Developer for the purpose of development and is designated as such by Arvida Corporation.

C. "Estancia" or "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

D. "Lot" shall mean and refer to any lot or other parcel in Estancia together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns, or in which the Association and/or the Developer has an interest, including, without limitation, a right of use, for the common use and enjoyment of the members of the Association.

ARTICLE II

**PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO, DELETIONS THEREFROM**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County,

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Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

All of ESTANCIA, according to the Plat thereof as recorded in Plat Book 30, at Pages 169 and 170, of the Public Records of Palm Beach County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title to Common Area. Developer may retain the legal title to the Common Area so long as it owns at least one Lot in Estancia. On or before conveyance by Developer of the last Lot which it owns in Estancia, Developer shall convey the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including, without limitation, any easement, to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, or to any other similar association or entity in which all Owners of Lots in Estancia are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots, and the Owners thereof, in Estancia; provided that, any such conveyance shall include an assignment to Via Verde Homeowners Association, Inc., or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that Via Verde Homeowners Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a

record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within Estancia, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Estancia and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments. Except as herein-after provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1,200.00 per Lot per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Estancia.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or

in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Affect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate

investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

ARTICLE VI

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval.

No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit C, as the same may from time to time be amended.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Estancia. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one Lot in Estancia, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- 11/15/80
- B. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Estancia. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Estancia, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

- D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

ARTICLE VIII

RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be

erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Estancia.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer.

Section 3. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Estancia.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required on the front and sides. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.

- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the AHB.

Section 12. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

ARTICLE IX

TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer and Developer has waived, in writing, its right to purchase said Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

- A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of, its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued

therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article IX apply to a sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to a lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

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

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any lot, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

ARVIDA CORPORATION

By: *[Signature]*

Vice - President

ATTEST:

Joan C. Styers
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

The foregoing Declaration of Covenants and Restrictions for Estancia was acknowledged before me this 10th day of February, 1975, by Richard W. Miller and Joan C. Styers, Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

Grace M. Wells
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 31, 1977
BONDED UNDER GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of Certificate of Amendment to Certificate of Incorporation of LA ESTANCIA HOMEOWNERS ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Florida, amending ARTICLES OF INCORPORATION and changing its corporate name to ESTANCIA HOMEOWNERS ASSOCIATION, INC., filed on the 24th day of February, A. D., 1975, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 24th day of February, A.D., 1975



Bruce A. Smathers

SECRETARY OF STATE

AMENDED ARTICLES OF INCORPORATION

THE UNDERSIGNED President and Secretary of "La Estancia" Homeowners Association, Inc., a Florida corporation not for profit, hereby certify that the following Amendment to the corporation's Articles of Incorporation was duly adopted and approved by vote of the Board of Directors as advisable and in the best interests of the corporation, in accordance with the Articles of Incorporation of the Association and Section 617.02 of the Florida Statutes:

RESOLVED, that the corporation's Articles of Incorporation, including all amendments thereto, if any, be, and it hereby is, amended and re-stated so as to read in its entirety as follows:

ARTICLE I

NAME

The name of this corporation shall be ESTANCIA HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Estancia in the Declaration of Covenants and Restrictions for Estancia to be recorded in the Public Records of Palm Beach County, Florida.

B. To maintain and/or repair landscaping in the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, structures, and other improvements in Estancia for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Estancia, as well as the alteration, improvement, addition and/or change thereto.

D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Estancia.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

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TALLAHASSEE, FLORIDA

G. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, ByLaws, Covenants, Restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

A. The members shall consist of the Property Owners in Estancia, the Property comprising Estancia being described in Section C of this Article, and all such Property Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Members. Class A members shall be all Property Owners other than the Class B Member. Owners of the Property shall automatically become Class A Members upon purchase of such Property.

2. Class B Members. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee, as Developer of Estancia.

B. "Developer", "Owner", "Lot", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Estancia.

C. Estancia consists of that certain real property situated in Palm Beach County, Florida, described as follows:

All of ESTANCIA, according to the Plat thereof as recorded in Plat Book 30, at Pages 169 and 170, of the Public Records of Palm Beach County, Florida.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When one or more person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Estancia, or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in Estancia.

C. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Estancia, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are

regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed at any time by the Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1975 and until their successors are elected or appointed and have qualified, are as follows:

Alan T. Brown
209 N. E. 23rd Avenue
Fort Lauderdale, Florida 33301

Rognon M. Lubin
801 N. E. 5th Street
Boca Raton, Florida 33432

H. William Walker, Jr.
395 S. W. 13th Drive
Boca Raton, Florida 33432

Richard L. Larsen
1028 N. W. 5th Street
Boca Raton, Florida 33432

Joan C. Styers
2628 N. E. 26th Terrace
Lighthouse Point, Florida 33064

ARTICLE VII

OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more officers may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1975 and until their successors are duly elected and qualified are:

President	Alan T. Brown
Vice President	Rognon M. Lubin
Vice President	H. William Walker, Jr.
Treasurer	Richard L. Larsen
Secretary	Joan C. Styers

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Estancia (as the same is defined in the Declaration of Covenants and Restrictions for Estancia) shall be effective without the prior written consent of said Arvida Corporation or its successors or assigns, as Developer.

ARTICLE XI

SUBSCRIBERS

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

Alan T. Brown
209 N. E. 23rd Avenue
Fort Lauderdale, Florida 33301

Rognon M. Lubin
801 N. E. 5th Street
Boca Raton, Florida 33432

Richard L. Larsen
1025 N. W. 5th Street
Boca Raton, Florida 33432

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a

result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or

their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
3. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the undersigned have signed these Articles and affixed the corporate seal this 27th day of January, 1975.

ESTANCIA HOMEOWNERS ASSOCIATION, INC.

By: Alan T. Brown

Alan T. Brown, President

ATTEST:

Joan C. Styers
Joan C. Styers, Secretary

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing Amended Articles of Incorporation was acknowledged before me this 27th day of January, 1975, by Alan T. Brown and Joan C. Styers who are the President and Secretary respectively of ESTANCIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

(Notarial Seal)

Grace M. Wheeler
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 21, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

EXHIBIT B

BY-LAWS

OF

"LA ESTANCIA" HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Estancia shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 998 South Federal Highway, Boca Raton, Florida 33432, or at such other place as may be established by resolution by the Board of Directors of the Association.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer, at all times as long as it owns any property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Estancia, and shall result in the suspension of voting privileges during any period of such non-payment.

ARTICLE IV

BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.

2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. The completed ballots shall be returned to the Secretary at the address of the Association, or at each other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

A. To call meetings of the members.

B. To appoint, remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-

Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

- C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

- E. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.

- F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Covenants and Restrictions for Estancia or the Articles of Incorporation of the Association.

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

- A. To cause to be kept a complete record of all its acts and corporate affairs.

- B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

- C. With reference to assessments of the Association:

- (1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
- (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
- (3) To send written notice of each assessment to every member subject thereto.

- D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

- E. Notwithstanding any provision to the contrary contained in the Covenants and Restrictions for Estancia, the Articles of Incorporation of the Association, or herein, the Board of Directors may cooperate with the Via Verde Homeowners Association, Inc., and/or with any other association or entity of which all Owners of Lots in Estancia are members and which has the power and authority to levy and enforce maintenance assessments against Lots, and the Owners thereof, in Estancia, in the collection of assessments. The assessments levied by, and

payable to, the Association may be collected for and remitted to the Association by such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on December 1st at 4:30 P.M. at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the

Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Estancia, and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

RECORDS 2402 PAGE 145

-5-

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Estancia. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

ARTICLE X

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

ARTICLE XI

SEAL

The Association shall have a seal in circular form having within its circumference the words: Estancia Homeowners Association, Inc., corporation not for profit, 1973.

ARTICLE XII

AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent.

CERTIFICATE

The foregoing were adopted as the By-Laws of "La Estancia" Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, on January 27, 1975.

RECORDS 2402 PAGE 146

Joan C. Styles
Secretary
Alan T. Brown
President

EXHIBIT C

Architectural Planning Criteria

WHEREAS, the Declaration of Covenants and Restrictions for Estancia as recorded in Official Records Book 2402, at Pages 131 through 146, of the Public Records of Palm Beach County, Florida, provides that Arvida Corporation (the "Developer"), a Delaware corporation, form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Estancia provides that the Board of Directors of Estancia Homeowners Association, Inc. (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Estancia, which criteria are to be set forth in writing and made known to all owners and all prospective owners in Estancia;

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Estancia, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than eighteen hundred (1,800) square feet of liveable enclosed floor area (exclusive of open or screed porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

3. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Estancia.

4. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

5. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three (33) feet for a three-car garage, or forty-four (44) feet for a four-

car garage; measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. Garage doors shall be operated by an electric door opener. No carports will be permitted unless approved by the ARB.

6. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the ARB.

7. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

9. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, dog house, playhouse or structure of similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

10. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

11. Landscaping. A basic landscaping plan for each lot must be submitted to and approved by the ARB. All Lots are required to have installed a standard underground sprinkler system. The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be irrigated and maintained. Sod shall be required in the front and side yards. Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

12. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

13. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.

14. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Lot may be used as a sales office during the development of Estancia, or other developments by Developer in the same area.

15. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping, such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

16. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

17. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner,

on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

18. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

19. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

20. ARB Reports. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

Official Copy

Will Call
Return to: Gold Coast Title Co.
47 S. E. 3rd Street
Boca Raton, Florida 33432

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ESTANCIA

112483

61:6
18:8
9:1
100
96

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, BY DECLARATION OF RESTRICTIVE COVENANTS AND RESTRICTIONS
(THE "DECLARATION") DATED FEBRUARY 10, 1975 AND RECORDED IN
OFFICIAL RECORDS BOOK 2407, AT PAGES 121 THROUGH 150, OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA, COVENANTS AND RESTRICTIONS;

WHEREAS, ARTICLE VIII, SECTION 1, OF THE RESTRICTIONS PROHIBITS
THE DIVISION, SUBDIVISION OR REDUCTION IN SIZE OF ANY LOT IN ESTANCIA
UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED
WITH ONE OR MORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP, AND FURTHER
PROHIBITS CONSTRUCTION OF A DWELLING OR OTHER STRUCTURE OR IMPROVEMENT
ON ANY SITE NOT INCLUDING AT LEAST ONE FULL PLATTED LOT ACCORDING
TO THE PLAT IN ESTANCIA;

WHEREAS, ARTICLE X, SECTION 4, OF THE DECLARATION PROVIDES
THAT THE DECLARATION MAY BE AMENDED AT ANY TIME AND FROM TIME
TO TIME UPON EXECUTION AND RECORDATION OF AN INSTRUMENT BY OWNERS
OF NOT LESS THAN TWO-THIRDS (2/3) OF THE LOTS IN ESTANCIA;

WHEREAS, THE UNDERSIGNED, CONSTITUTING THE OWNERS OF NOT
LESS THAN TWO-THIRDS (2/3) OF THE LOTS IN ESTANCIA, DESIRE TO
AMEND THE DECLARATION AS HEREINAFTER PROVIDED;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, THE DECLARATION
IS MODIFIED AND AMENDED AS FOLLOWS:

1. NOTWITHSTANDING THE PROVISIONS OF ARTICLE VIII, SECTION
1, OF THE DECLARATION, LOTS 55 AND 56 OF ESTANCIA, ACCORDING
TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, AT PAGES 169
AND 170, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MAY
BE SUBDIVIDED TO CREATE TWO SEPARATE BUILDING SITES DESCRIBED
AS FOLLOWS:

36-60
ALL OF LOT 55, ESTANCIA, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 30, PAGES 169 AND 170, OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
LESS THE FOLLOWING DESCRIBED PARCEL:

This Instrument Was Prepared By:
H. WILLIAM WALKER, JR.
VERSION, SANYER, JOHNSON, BURWY & COLE
1603 SOUTHEAST FIFTH AVENUE, SUITE 200, MIAMI, FLORIDA 33131

WEEK 2595 PAGE 293

WIDY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA 33131

COMMENCING AT THE SOUTHERLY CORNER OF
SAID LOT 55, THENCE NORTH $38^{\circ}20'26''$ WEST
ALONG THE WEST LINE THEREOF, A DISTANCE
OF 143.58 FEET TO THE POINT OF BEGINNING,
THENCE CONTINUE NORTH $38^{\circ}20'26''$ WEST,
BEING RADIAL TO A CURVE TO BE DESCRIBED,
A DISTANCE OF 44.33 FEET TO A POINT ON A CURVE
CONCAVE TO THE NORTHWEST HAVING A RADIUS OF
50.00 FEET AND A CENTRAL ANGLE OF $46^{\circ}49'45''$;
THENCE NORTHEASTERLY AND NORTHERLY ALONG
THE ARC OF SAID CURVE, A DISTANCE OF 40.87
FEET TO THE END OF SAID CURVE; THENCE SOUTH
 $07^{\circ}06'03''$ EAST, A DISTANCE OF 70.31 FEET
TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PART OF LOT 56
OF SAID ESTANCIA:

BEGINNING AT THE SOUTHEAST CORNER OF
LOT 56, THENCE SOUTH $89^{\circ}44'44''$ WEST
ALONG THE SOUTH LINE OF SAID LOT 56, A
DISTANCE OF 75.00 FEET; THENCE NORTH $07^{\circ}06'03''$
WEST, A DISTANCE OF 113.83 FEET TO A POINT
ON THE EAST LINE OF LOT 56; THENCE SOUTH
 $38^{\circ}20'26''$ EAST ALONG SAID EAST LINE OF LOT
56, A DISTANCE OF 143.58 FEET TO THE SOUTHEAST
CORNER OF SAID LOT 56 AND THE POINT OF BEGINNING.

ALL OF LOT 56, ESTANCIA, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 30, PAGES 169 AND 170, OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING
DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF LOT
56, THENCE SOUTH $89^{\circ}44'44''$ WEST ALONG THE
SOUTH LINE OF SAID LOT 56, A DISTANCE OF

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75.00 FEET; THENCE NORTH 07°06'03" WEST, A
DISTANCE OF 113.83 FEET TO A POINT ON THE EAST
LINE OF LOT 56, THENCE SOUTH 38°20'26" EAST
ALONG SAID EAST LINE OF LOT 56, A DISTANCE
OF 143.58 FEET TO THE SOUTHEAST CORNER OF SAID
LOT 56 AND THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL BEING PART
OF LOT 55 OF SAID ESTANCIA:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 56,
THENCE NORTH 38°20'26" WEST ALONG THE WEST
LINE OF LOT 55, A DISTANCE OF 143.58 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUE NORTH
38°20'26" WEST, BEING RADIAL TO A CURVE TO
BE DESCRIBED, A DISTANCE OF 44.33 FEET TO A
POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING
A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE
OF 46°49'45"; THENCE NORTHWESTERLY AND NORTHERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF
40.87 FEET TO THE END OF SAID CURVE; THENCE
SOUTH 07°06'03" EAST, A DISTANCE OF 70.31
FEET TO THE POINT OF BEGINNING.

2. EACH OF THE BUILDING SITES DESCRIBED IN ARTICLE 1 OF THIS
AMENDMENT SHALL, FOR ALL PURPOSES OF AND UNDER THE DECLARATION,
BE CONSIDERED AS "LOTS" AS IF THE SAME HAD BEEN ORIGINALLY DEPICTED
ON THE PLAT OF ESTANCIA AS HEREIN DESCRIBED.

3. EXCEPT AS MODIFIED AND AMENDED HEREBY, THE DECLARATION
SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS
TO BE EXECUTED AS REQUIRED BY LAW ON THIS, THE DAY AND YEAR FIRST
ABOVE WRITTEN.

ARVIDA CORPORATION

By: [Signature]
Vice President

Attest: [Signature]
ASSISTANT SECRETARY

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

L. W. McNamara & Sons, Inc.
[Signature]
Lawrence W. McNamara, III, Vice President
[Signature]
James R. McNamara, Secretary

Woodcraft Industries, Inc.

[Signature] (SEAL)
Paul G. Wackes, President

Sullivan Construction Co.

[Signature] (SEAL)
Jack E. Sullivan, Pres.

[Signature] (SEAL)
George Coppola

Trans-Coastal Development Corporation

[Signature] (SEAL)
Fred Bilowit, President

Green-Kroll Corporation

[Signature]
M. L. Green, President

Rogers & Ford Construction Corporation

[Signature]
Joseph S. Rogers, President

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Story Built Homes, Inc.

Leta J. Gonschak

Robert G. Story

Robert G. Story, President

Kristin L. Shirley

Tipping and Wilder Construction Company

Leta J. Gonschak

Charles Tipping

Charles Tipping, Vice-President

Kristin L. Shirley

Marjon Construction, Inc.

Leta J. Gonschak

Louise L. Johnson

Louise L. Johnson,
Vice-President

Kristin L. Shirley

Trimar Construction, Inc.

Leta J. Gonschak

Richard B. Marshall

Richard B. Marshall, President

Kristin L. Shirley

Victoria L. Rose

Leta J. Gonschak

Charles David Rose

Kristin L. Shirley

As to Mr. & Mrs. Rose

Leta J. Gonschak

Mary J. Borsett

Kristin L. Shirley

As to Mr. & Mrs. Borsett

Leta J. Gonschak

Madelyn Gosdorfer

Kristin L. Shirley

As to Madelyn Gosdorfer

Leta J. Gonschak

Madelyn Gosdorfer

Kristin L. Shirley

As to Madelyn Gosdorfer

RECORDED 2595 PAGE 297

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lita J. Shuchak
As to Mr. & Mrs. Madge

Christina L. Shirley
As to Mr. & Mrs. Madge

Lita J. Shuchak
As to Mr. & Mrs. Wollowick

Christina L. Shirley
As to Mr. & Mrs. Wollowick

Lita J. Shuchak
As to Mr. & Mrs. Streiter

Christina L. Shirley
As to Mr. & Mrs. Streiter

Lita J. Shuchak
As to Mr. & Mrs. Marchione

Christina L. Shirley
As to Mr. & Mrs. Marchione

Lita J. Shuchak
As to Mr. & Mrs. Giles

Christina L. Shirley
As to Mr. & Mrs. Giles

Lita J. Shuchak
As to Mr. & Mrs. Jones

Christina L. Shirley
As to Mr. & Mrs. Jones

Lita J. Shuchak
As to Mr. & Mrs. Benjamin

Christina L. Shirley
As to Mr. & Mrs. Benjamin

Arthur L. Madge
Barbara Madge (SEAL)

Arthur L. Wollowick
Men Wollowick (SEAL)

Edwin R. Streiter
Karen M. Streiter (SEAL)

Maureen K. Marchione
Frank R. Marchione (SEAL)

Regina M. Giles
Richard W. Giles (SEAL)

Don Montgomery Jones
Arnold R. Jones (SEAL)

Clara B. Benjamin
Benjamin R. Benjamin (SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lita J. Louchak
As to Mr. & Mrs. Auricchio

Justin L. Shirley
As to Mr. & Mrs. Auricchio

Lita J. Louchak
As to Mr. & Mrs. LaBuda

Justin L. Shirley
As to Mr. & Mrs. LaBuda

Lita J. Louchak
As to Mr. & Mrs. Black

Justin L. Shirley
As to Mr. & Mrs. Black

Lita J. Louchak
As to Mr. & Mrs. Krieger

Justin L. Shirley
As to Mr. & Mrs. Krieger

Lita J. Louchak
As to Mr. & Mrs. Doctor

Justin L. Shirley
As to Mr. & Mrs. Doctor

Lita J. Louchak
As to Joseph S. Rogers

Justin L. Shirley
As to Joseph S. Rogers

Lita J. Louchak
As to Mr. & Mrs. Lewis

Justin L. Shirley
As to Mr. & Mrs. Lewis

Leo Louchak
Leo Louchak (SEAL)

Virginia R. LaBuda
Virginia R. LaBuda (SEAL)

Wm. H. Black
Wm. H. Black (SEAL)

Arman C. Black
Arman C. Black (SEAL)

John H. Doctor
John H. Doctor (SEAL)

Joseph S. Rogers
Joseph S. Rogers (SEAL)

Emile R. Lewis
Emile R. Lewis (SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Leta J. Luschak
As to Mr. & Mrs. Stilian

Kristin L. Shirley
As to Mr. & Mrs. Stilian

Leta J. Luschak
As to Mr. & Mrs. Corso

Kristin L. Shirley
As to Mr. & Mrs. Corso

Leta J. Luschak
As to Mr. & Mrs. Naypaver

Kristin L. Shirley
As to Mr. & Mrs. Naypaver

Leta J. Luschak
As to Mr. & Mrs. Fischer

Kristin L. Shirley
As to Mr. & Mrs. Fischer

Leta J. Luschak
As to Mr. & Mrs. Lerner

Kristin L. Shirley
As to Mr. & Mrs. Lerner

Leta J. Luschak
As to Mr. & Mrs. Elmore

Kristin L. Shirley
As to Mr. & Mrs. Elmore

Leta J. Luschak
As to Mr. & Mrs. Helms

Kristin L. Shirley
As to Mr. & Mrs. Helms

George L. Stilian
Christina M. Stilian (SEAL)

Philip P. Corso (SEAL)

Norma Naypaver
Philip Naypaver (SEAL)

Bridgette Fischer (SEAL)

Shirley L. Lerner
James Richard Lerner (SEAL)

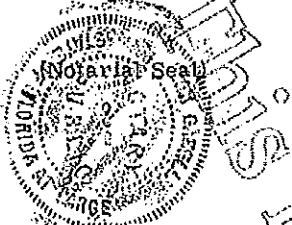
James W. Elmore
Theresa Elmore (SEAL)

Elizabeth P. Helms
Robert D. Helms (SEAL)

OFFICIAL RECORD 2595 PAGE 300

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

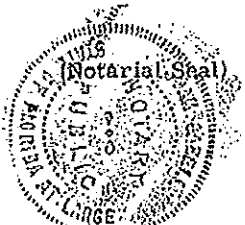
The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Richard W. Miller and Joan C. Stivers as Vice President and Assistant Secretary respectively, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

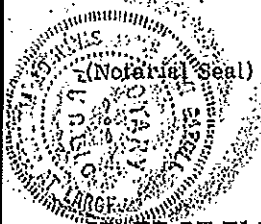
The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Lawrence W. McNamara, III and James R. McNamara as Vice President and Secretary respectively, of L. W. McNAMARA & SONS, INC., a Florida corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

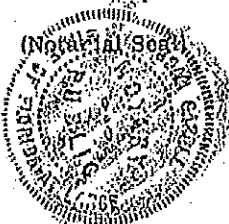
The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Paul S. Warkes as President of WOODCRAFT INDUSTRIES, INC., a Florida corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Jack E. Sullivan as President of SULLIVAN CONSTRUCTION CO., a Florida corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

REC-2595 PAGE 301

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by George Coppola.

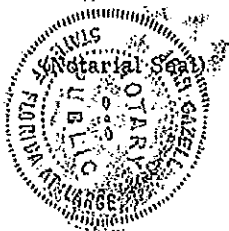


Joan Mayell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Fred Bilowit, as President of TRANS-COASTAL DEVELOPMENT CORPORATION, a Florida Corporation, on behalf of the corporation.

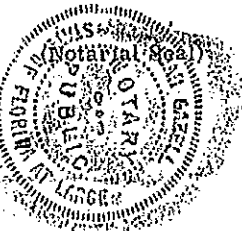


Joan Mayell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by M. J. Brown, as President of GREEN-KROLL CORP., a Florida Corporation, on behalf of the corporation.



Joan Mayell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Joseph S. Rogers, as President of ROGERS & FORD CONSTRUCTION CORPORATION, a Florida Corporation, on behalf of the corporation.

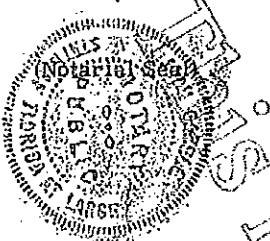


Joan Mayell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Robert H. Story, as President of STORY BUILT HOMES, INC., a Florida corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Charles Tipping, as Vice President of TIPPING AND WILDER CONSTRUCTION COMPANY, a Florida corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Louise P. Johnson, as Vice President of MARJON CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation.



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Richard B. Marshall, as President of TRIMAR CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation.



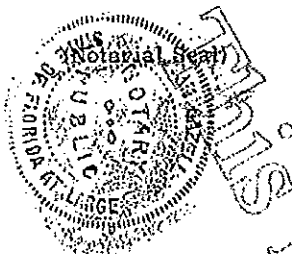
Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

REC-2595 PAGE 303

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Charles David Rose & Victoria J. Rose

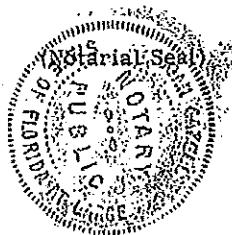


Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Walter J. Borsetto & Mary J. Borsetto

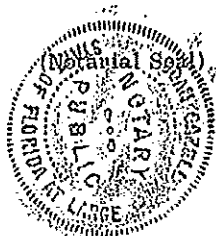


Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Madeline J. Woodruff

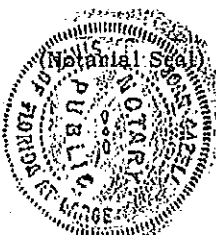


Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Arthur J. Madge & Miriam A. Madge

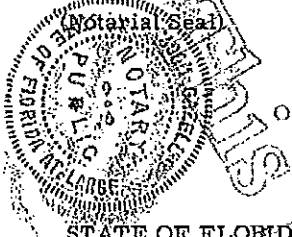


Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Burt A. Wallowick & Karen Wallowick



J. H. Hays
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Edwin H. Streiter & Karen M. Streiter



J. H. Hays
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Dan Marchione & Mary K. Marchione

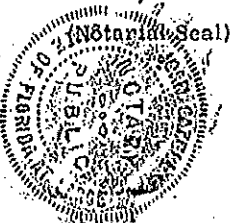


J. H. Hays
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Alexander W. Siles Jr. & Evelyn M. Siles

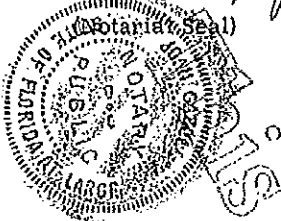


J. H. Hays
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Arnold Richard Jones & Ann Montgomery Jones

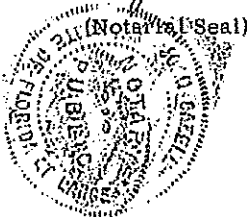


Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Albert Benjamin & Grace F. Benjamin



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Maria Busicchio & Louis Busicchio



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Norbert P. LaBuda & Virginia L. LaBuda

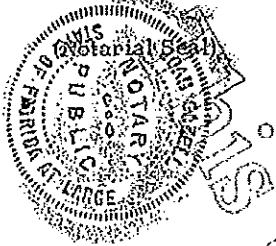


Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Henry H. Black & Arlene E. Black.



Joann Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Thomas P. Krieger & Judith F. Krieger



Joann Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by John R. Doctor & Lynne Doctor.

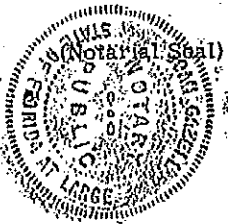


Joann Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Ronald C. Leung & Eunice P. Leung

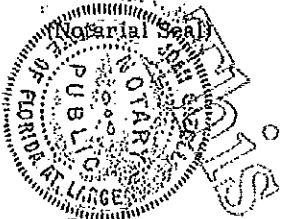


Joann Hagell
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

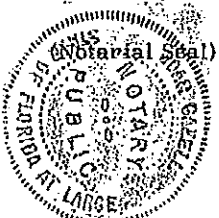
The foregoing instrument was acknowledged before me this 14th day of October, 1976, by George A. Stilian & Christina M. Stilian



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Philip P. Coran & Francis J. Coran



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Stephen H. Daypaver & Kenneth



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
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STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

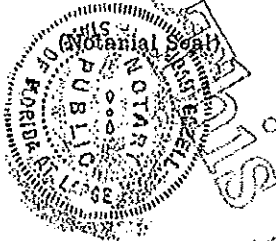
The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Ludwig Fischer & Brigitta Fischer



Joan Hagell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS,
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by James Richard Palmer & Shirley L. Palmer



James Haysell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS,
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Ronald Roy Elmore & Janet W. Elmore



James Haysell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS,
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Constance D. Holmes & Eliza Beth P. Holmes



James Haysell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
SS,
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 1976, by Joseph A. Rogers



James Haysell
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

N-7

76 MAR 18 AM 8:58

APPROVED BY
BOARD OF COUNTY COMMISSIONERS
DATE 3-2-76

57.60
31
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FEE SIMPLE DEED

28181

THIS INDENTURE, made this *6th* day of *January*, 1976, between the undersigned, hereinafter referred to as (the "Grantors"), and ESTANCIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as (the "Grantee");

WITNESSETH THAT:

WHEREAS, in and by the Plat of ESTANCIA, as recorded in Plat Book 30, at page 169, of the Public Records of Palm Beach County, Florida, Arvida Corporation ("Arvida"), a Delaware corporation, dedicated to the perpetual use of the public, for road purposes, the roads and streets shown on and designated by said Plat as South Grande Drive, North Grande Drive, Corto Circle, Viento Way, Entrada Place and Serena Lane; and

WHEREAS, Grantors (being the fee simple owners of all of ESTANCIA, and their undersigned Mortgagees, desire, and have petitioned the Board of County Commissioners of Palm Beach County for, the abandonment of the said roads and streets from public use as public rights of way, so that the said roads and streets may be conveyed to Grantee, for perpetual maintenance by Grantee as private roads and streets for the use and benefit of members of Grantee; and

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida, has agreed to abandon and vacate the said streets and roads if, but only if, Grantors convey the said streets and roads to Grantee as private streets and roads for perpetual maintenance and care by Grantee; and

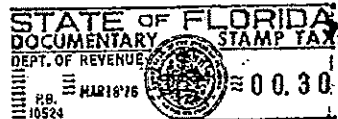
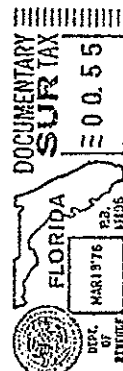
WHEREAS, Grantee has agreed to maintain the said streets and roads for the use and benefit of its members;

NOW THEREFORE, Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns, forever, without covenants of warranty, the real property situated in Palm Beach County, Florida, described as:

All streets, roads and rights of way, less and except all that portion of Entrada Way lying and being within (i) thirty (30) feet of the Easterly right of way line of Old Powerline Road, and (ii) within thirty (30) feet of the Westerly line of [New] Powerline Road, and less and except the right of way, one-hundred twenty (120) feet in width, for [New] Powerline Road, and the right of way, sixty-two (62) feet in width, for Boca Raton West Road (State Road 808), all of the foregoing as designated and depicted upon and included within the limits of the plat of ESTANCIA according to the plat thereof as recorded in Plat Book 30, at page 169, of the Public Records of Palm Beach County, Florida.

This Instrument Was Prepared By:
H. WILLIAM WALKER, JR.
MERSHON, SAWYER, JOHNSTON, DUNWODY & COLE
1600 SOUTHEAST FIRST NATIONAL BANK BUILDING
MIAMI, FLORIDA 33131

PALM BEACH
COUNTY
272264



005660
PALM BEACH
COUNTY

This Deed is made for the purpose of giving and granting to Grantee, its successors and assigns, fee simple title to the above described roads, streets and rights of way in and of ESTANCIA for the purpose of maintaining the same as private roads, streets and rights of way for the use and benefit of Grantee's members, the same being all of the owners of real property in ESTANCIA.

Grantee, by its acceptance of this Deed, covenants to and agrees with Grantors, their heirs, administrators, successors and assigns, to operate and maintain the property herein conveyed as private roads, streets and rights of way for the use and benefit of its members, including without limitation, Grantors, their heirs, mortgagees, executors, administrators, successors and assigns. Grantee further covenants and agrees, for itself, its successors and assigns that Grantor will not deny ingress to or egress from ESTANCIA over and across the lands herein conveyed to any owners or residents of land in ESTANCIA, or to any guest of any owner or resident of land in ESTANCIA.

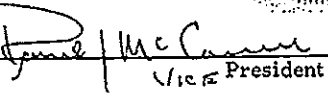
IN WITNESS WHEREOF, Grantors has caused this Deed to be executed as required by law, as of this, the day and year first above written.

ARVIDA CORPORATION

By: 

Vice-President

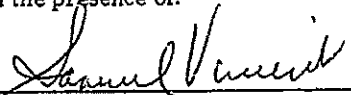
BOCA INVESTORS, INC.

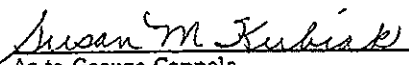
By: 

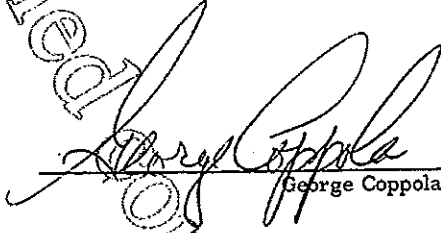
Vice President

(Corporate Seal)

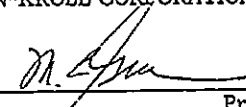
Signed, sealed and delivered
in the presence of:


As to George Coppola


As to George Coppola

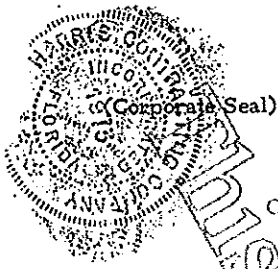

George Coppola

GREEN-KROLL CORPORATION

By: 

President

RECORDED 2518 PAGE 1733



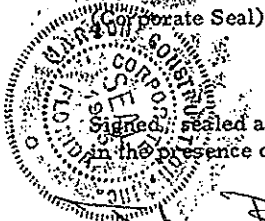
HARRIS CONTRACTING COMPANY

By: *Robert Harris*
President



JOMAR BUILDING CORPORATION

By: *Mario S. Nicolas*
President



MARJON CONSTRUCTION, INC.

By: *R Markus*
President

Signed, sealed and delivered
in the presence of:

John McGrath
As to Mr. & Mrs. McGrath

John McGrath
John McGrath

Mary Padine McGrath
As to Mr. & Mrs. McGrath

Marsha McGrath
Marsha McGrath



L. W. McNAMARA & SONS, INC.

By: *Lawrence W. McNamara, Jr.*
President

Signed, sealed and delivered
in the presence of:

Joseph S. Rogers
As to Joseph S. Rogers

Joseph S. Rogers
Joseph S. Rogers

Mary Padine McGrath
As to Joseph S. Rogers

ROGERS & FORD CONSTRUCTION CORPORATION

By: Joe Rogers
President

RYAN ENGINEERS & BUILDERS, INC.

By: Charles J. Ryan
President

STORY BUILT HOMES, INC.

By: Robert J. Story
President

SULLIVAN CONSTRUCTION COMPANY

By: Helen J. Sullivan
Vice President

TIPPING AND WILDER CONSTRUCTION COMPANY

By: John J. Tipping
Vice President

TRANS-COASTAL DEVELOPMENT CORPORATION

By: Robert J. Tipping
Vice President

TRIMAR CONSTRUCTION, INC.

By: Robert B. Trimar
President

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROWARD COUNTY,
as Mortgagee

(Corporate Seal)

By: _____ President

Attest: _____ Secretary

Signed, sealed and delivered
in the presence of:

Susan M. Bickley
As to Mr. & Mrs. Bickley

John L. Bickley
John L. Bickley

Samuel Vincent
As to Mr. & Mrs. Bickley

Ingrid Bickley
Ingrid Bickley

Signed, sealed and delivered
in the presence of:

Mary Edine Schaefer
As to Mr. & Mrs. Gilbertson

Gerard A. Gilbertson
Gerard A. Gilbertson

Mary Edine Schaefer
As to Mr. & Mrs. Gilbertson

Mildred L. Gilbertson
Mildred L. Gilbertson

Signed, sealed and delivered
in the presence of:

Mary Edine Schaefer
As to Mr. & Mrs. Beckett

Kenneth L. Beckett
Kenneth L. Beckett

Samuel Vincent
As to Mr. & Mrs. Beckett

Linda L. Beckett
Linda L. Beckett

Signed, sealed and delivered
in the presence of:

Susan Zippi
As to Mr. & Mrs. Zippi

Carl R. Zippi
Carl R. Zippi

Samuel Vincent
As to Mr. & Mrs. Zippi

Phyllis Zippi
Phyllis Zippi

OFFICE RECORD 2518 PAGE 1736

Signed, sealed and delivered
in the presence of:

Mary Edwin Schaefer
As to Mr. & Mrs. Wollowick

Burton S. Wollowick
Burton S. Wollowick

Mary Edwin Schaefer
As to Mr. & Mrs. Wollowick

Karen Wollowick
Karen Wollowick

Signed, sealed and delivered
in the presence of:

Mary Edwin Schaefer
As to Jack Wallin

Jack Wallin
Jack Wallin, a single man

R. J. L. L.
As to Jack Wallin

WOODCRAFT INDUSTRIES, INC.

By: Eugene S. Wachter Pres.
President

Signed, sealed and delivered
in the presence of:

Mary Edwin Schaefer
As to Mr. & Mrs. Marchione

Frank P. Marchione
Frank P. Marchione

Susan Kubiak
As to Mr. & Mrs. Marchione

Mary K. Marchione
Mary K. Marchione

FIRST BANK AND TRUST COMPANY OF
BOCA RATON, N.A., as Mortgagee

By: Eugene S. Dreere
President

Attest: Margaret R. Smith
Secretary

OFFICIAL
RECORD 2518 PAGE 1737

BOCA RATON FEDERAL SAVINGS AND LOAN
ASSOCIATION, as Mortgagee

By: Richard E. Simmons
President

Attest: Handeline M. Lonsen
Asst. Secretary

CORAL GABLES FEDERAL SAVINGS AND
LOAN ASSOCIATION, as Mortgagee

By: K. G. Kambury
President

Attest: Hein E. Jemelnic
Secretary

BOCA RATON NATIONAL BANK, N.A.,
as Mortgagee

By: Walter H. Wein
President

Attest: Walter H. Wein
Secretary

SOUTHERN FEDERAL SAVINGS AND LOAN
ASSOCIATION, as Mortgagee

By: David M. Musher
President

Attest: James L. Barker
Asst. Secretary

CHASE FEDERAL SAVINGS AND LOAN
ASSOCIATION, as Mortgagee

By: Edward E. Ertmer
Vice President

Attest: Patricia L. Murphy
Assistant Secretary

STATE OF
COUNTY OF

) FLORIDA
SS.
) PALM BEACH

The foregoing instrument was acknowledged before me this 31st day of December, 1975, by RICHARD W. MILNE as Vice President of Arvida Corporation, a Florida corporation, on behalf of the corporation.

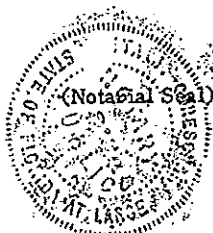


Joan C. Styles
Notary Public
State of
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 7, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF Florida)
COUNTY OF Palm Beach) SS.

The foregoing instrument was acknowledged before me this 22nd day of December, 1975, by Robert J. McConnell as President of Boca Investors, Inc., a Florida corporation, on behalf of the corporation.



Rita J. Lovachal
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this 22nd day of December, 1975, by M. J. Green as President of Green-Kroll Corporation, a Florida corporation, on behalf of the corporation.

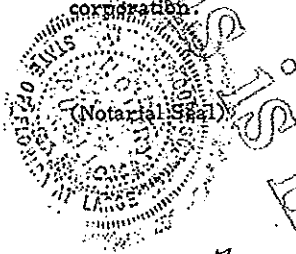


Elinor F. Frier
Notary Public
State of
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 22, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

2518 PAGE 1739

STATE OF *Florida*)
) SS.
COUNTY OF *Palm Beach*)

The foregoing instrument was acknowledged before me this *15th*
day of *December*, 1975, by *Robert J. Harris* as President of
Harris Contracting Company, a Florida corporation, on behalf of the
corporation.

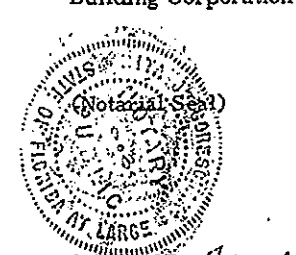


Lita D. Groschak
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
) SS.
COUNTY OF *Palm Beach*)

The foregoing instrument was acknowledged before me this *15th*
day of *December*, 1975, by *Marion Nealson* as President of Jomar
Building Corporation, a Florida corporation, on behalf of the corporation.

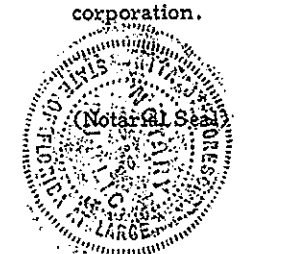


Lita D. Groschak
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
) SS.
COUNTY OF *Palm Beach*)

The foregoing instrument was acknowledged before me this *29th*
day of *December*, 1975, by *R. Markus* as President of
Marjon Construction, Inc., a Florida corporation, on behalf of the
corporation.



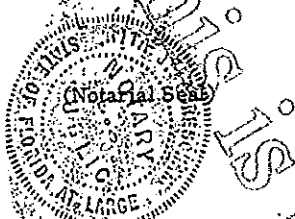
Lita D. Groschak
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RECORDED 2518 PAGE 1740

STATE OF *Florida*)
COUNTY OF *Palm Beach*) SS.

The foregoing instrument was acknowledged before me this *8th*
day of *December*, 1975, by *Lawrence W. McNamara* as President of
L. W. McNamara & Sons, Inc., a Florida corporation, on behalf of
the corporation.



L. J. Lorchak
Notary Public
State of *Florida*
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED WITH GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
COUNTY OF *Palm Beach*) SS.

The foregoing instrument was acknowledged before me this *15th*
day of *December*, 1975, by *Joe Rogers* as President of
Rogers & Ford Construction Corporation, a Florida corporation,
on behalf of the corporation.



L. J. Lorchak
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED WITH GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
COUNTY OF *Palm Beach*) SS.

The foregoing instrument was acknowledged before me this *8th*
day of *December*, 1975, by *Edward J. Ryan* as President of
Ryan Engineers & Builders, Inc., a Florida corporation, on behalf
of the corporation.

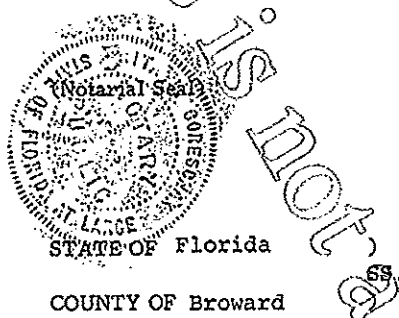


L. J. Lorchak
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED WITH GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
COUNTY OF *Palm Beach*) SS.

The foregoing instrument was acknowledged before me this *8th* day of *January*, 1976, by *Robert H. Story* as President of Story Built Homes, Inc., a Florida corporation, on behalf of the corporation.



John J. Shrock
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

The foregoing instrument was acknowledged before me this 8th day of December, 1975, by *Helen J. Sullivan* as President of Sullivan Construction Company, a Florida corporation, on behalf of the corporation.

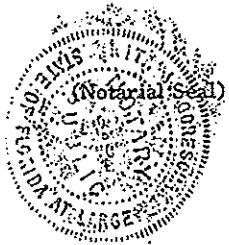


Patricia Curzue
Notary Public
State of *Florida*
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires May 17, 1979
Bonded by American Fire & Casualty Co.

STATE OF)
COUNTY OF) SS.

The foregoing instrument was acknowledged before me this *29th* day of *December*, 1975, by *Charles Tipping* as President of Tipping and Wilder Construction Company, a Florida corporation, on behalf of the corporation.



John J. Shrock
Notary Public
State of
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

2518 PAGE 1742

STATE OF *Florida*)
) SS.
COUNTY OF *Palm Beach*)

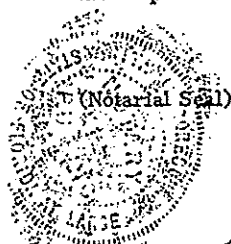
The foregoing instrument was acknowledged before me this *8th*
day of *January*, 1976, by *Philip S. Gualandras* as President of
Trans Coastal Development Corporation, a Florida corporation,
on behalf of the corporation.



Philip S. Gualandras
Notary Public
State of
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
) SS.
COUNTY OF *Palm Beach*)

The foregoing instrument was acknowledged before me this *15th*
day of *December*, 1975, by *Richard B. Mordeas* as President of
Trimar Construction, Inc., a Florida corporation, on behalf of
the corporation.



Richard B. Mordeas
Notary Public
State of
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF *Florida*)
) SS.
COUNTY OF *Palm Beach*)

The foregoing instrument was acknowledged before me this *15th*
day of *December*, 1975, by *Paul A. Wickes* as President of
Woodcraft Industries, Inc., a Florida corporation, on behalf of the
corporation.

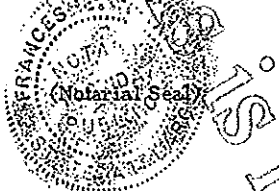


Paul A. Wickes
Notary Public
State of
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFFICIAL RECORD 2518 PAGE 1743

STATE OF Florida,
SS.
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th
day of December, 1975, by Eugene F. Mee as President
and Robert R. Mee as Secretary, of First Bank and
Trust Company of Boca Raton, N.A., a Florida corporation, on behalf
of the corporation.



Frances E. Mee
Notary Public
State of Florida
My commission expires: Jan. 24, 1976
Notary Public, State of Florida at Large
My Commission Expires Jan. 24, 1976
Bonded By Arthur J. Mee & Company

STATE OF Florida,
SS.
COUNTY OF Palm Beach

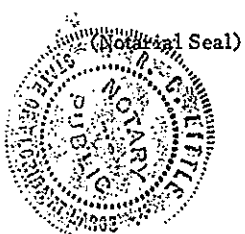
The foregoing instrument was acknowledged before me this 17th
day of December, 1975, by Richard B. Mee as President
and Robert R. Mee as Secretary, of Boca Raton Federal
Savings and Loan Association, a Florida corporation, on behalf of the corporation.



Frances E. Mee
Notary Public
State of Florida
My commission expires: Jan. 24, 1976
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 21, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA,
SS.
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23rd
day of December, 1975, by K. E. Kamberg as President
and Oliver B. Kamberg as Secretary, of Coral Gables Federal
Savings and Loan Association, a Florida corporation, on behalf of the corporation.



R. C. Little
Notary Public
State of FLORIDA
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 24, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF Florida)
COUNTY OF Palm Beach) SS.

The foregoing instrument was acknowledged before me, this 10th
day of January, 1975, by Melton H. Meinas President
and Donna B. Rutledge Secretary, of Boca Raton National
Bank, a Florida corporation, on behalf of the corporation.



Donna B. Rutledge
Notary Public
State of Florida
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 11, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITER

STATE OF)
COUNTY OF) SS.

The foregoing instrument was acknowledged before me this 6
day of January, 1976, by David M. Shephard President
and Jane G. Parker as Assistant Secretary, of Southern Federal
Savings and Loan Association, a Florida corporation, on behalf of the corporation.



David M. Shephard
Notary Public
State of Florida
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 6, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF DADE) SS.

The foregoing instrument was acknowledged before me this 2nd
day of January, 1976, by George Etheridge as Vice President
and Patricia G. Albury as Assistant Secretary, of Chase Federal
Savings and Loan Association, a Florida corporation, on behalf of the
corporation.



Brenda E. Mason
Notary Public
State of Florida
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires Nov. 8, 1979.

RECORDED 2518 PAGE 1745

Recorded in U & B Book B
Record verified
Palm Beach County, Fla.
John B. Decker
Mark Street Court

- F. No open fires, other than those in approved picnic grills, shall be permitted upon the Land.
- G. No pets, motorcycles or bicycles shall be permitted within or upon the Land.
- H. Maintenance of the Land shall be limited to normal clean-up and pruning for areas adjacent to walkways and picnic areas and normal upkeep of right-of-way frontage; otherwise, the Land shall be permitted to remain in its natural state.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Land in fee simple; that it has good right and lawful authority to sell and convey the Land; and that Grantor specially warrants the title to said Land and will defend the same against the claims of all person claiming by, through or under said Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as required by law on this, the day and year first above written.

ARVIDA CORPORATION

By: [Signature]

Vice President

Attest: [Signature]

Assistant Secretary

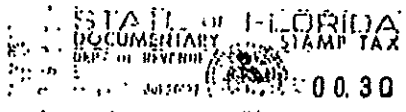
STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 19 day of July, 1977, by Charles H. Miller and William J. Berry as Vice President and Assistant Secretary respectively, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.



Barbara D. Sullivan
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 31 1981
BONDED THRU GENERAL INS. UNDERWRITERS



PALM OFF 2710 PAGE 963
BEACH REC

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

- 2 -

19 ✓

ASSIGNMENT OF
DEVELOPER'S/DECLARANT'S RIGHTS

(PALM BEACH COUNTY, FLORIDA)

THIS ASSIGNMENT is made as of the 10th day of September, 1987 by ARVIDA CORPORATION, a Delaware Corporation ("Assignor"), in favor of ARVIDA/JMB PARTNERS, a Florida general partnership ("Assignee").

RECITALS:

A. Assignor is the "Developer" or "Declarant", as applicable, of and under those certain Declarations of Condominium, Declarations of Covenants and Restrictions, and similar instruments described in Exhibit "A" attached hereto and made a part hereof, all as amended and supplemented as of the date hereof (the "Declarations").

B. Assignee is on this date acquiring (1) all property owned by Assignor which is subject to any of the Declarations (the "Subject Property") together with (2) all remaining rights of Assignor under any of the Declarations governing property heretofore owned by Assignor.

C. Assignee has requested that Assignor, on the terms hereinafter set forth, assign to it all of its rights, privileges, benefits and protections under the Declarations.

D. Assignor has agreed, and now desires, to make such an assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby makes the following assignment and agrees as follows for the benefit of Assignee:

1. All rights, privileges, benefits and protections of Assignor, as Declarant or Developer, in, under, to and with respect to the Declarations are hereby assigned to Assignee and such of its successors and assigns to which Assignee further assigns any of the rights, privileges, benefits and protections herein assigned to it.

2. The foregoing assignment shall also be deemed to include the assignment of:

(a) all of Assignor's rights, privileges, benefits and protections under all Articles of Incorporation, By-Laws, rules and regulations and similar instruments creating, governing or pertaining to any condominium, homeowners', master or similar association located in Palm Beach County, Florida, which were established to administer and/or enforce a Declaration or otherwise identified on Exhibit "A"; and

(b) all of Assignor's rights, standing, benefits and privileges in, to, under and as to all filings, registrations, acceptances, exemptions, approvals and authorizations made with or given by all federal and state real estate, land sales, securities, condominium and similar offices, departments, bureaus, agencies and authorities as same pertain to the Declarations and the Subject Property and the sales of units, lots and other properties therein and all of

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432
Will Call #19

B5417 P0088

Assignor's rights under the Condominium Act, Chapter 718,
Florida Statutes.

IN WITNESS WHEREOF, Assignor has executed and
delivered this Assignment on the date and year first above
written.

Witnesses:

Suzanne Schirmer

ASSIGNOR:

ARVIDA CORPORATION,
a Delaware corporation

By: Neil M. Carthy
Title: Vice President
[Corporate Seal]

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

The foregoing instrument was acknowledged before me
this 9th day of September, 1987, by NEIL MC CARTHY,
as Vice President of Arvida Corporation, a Delaware
corporation, on behalf of said corporation.

Laura J. Neeley
NOTARY PUBLIC
STATE OF CALIFORNIA

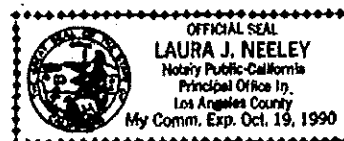
My Commission Expires:

10/19/90

[NOTARIAL SEAL]

This instrument prepared by
and ~~after recording return to:~~

Pircher, Nichols & Meeks
Century City North Building
10100 Santa Monica Boulevard
Los Angeles, California 90067
Attention: Richard MacCracken



B5417 P0089

EXHIBIT "A"

Palm Beach County, Florida:

1. Declaration of Maintenance Covenants for Boca West, dated August 2, 1972, and recorded in O.R. Book 2057, Page 112, Palm Beach County, Florida, as amended by Amended Declaration of Maintenance Covenants for Boca West, dated April 18, 1974, and recorded in O.R. Book 2295, Page 192, and an amendment dated November 4, 1981 and recorded in O.R. Book 3624, Page 1252, both in Palm Beach County, Florida.
 - a. Articles of Incorporation of Boca West Maintenance Association, Inc., as amended by Amendment to the Articles of Incorporation of Boca West Maintenance Association, Inc., dated October 16, 1978, and recorded in O.R. Book 2960, Page 290, Palm Beach County, Florida, and By-Laws of Boca West Maintenance Association, Inc.
2. Declaration of Condominium for Plantation Colony of Boca West, a Condominium, dated January 10, 1983, and recorded in O.R. Book 3861, Page 1, Palm Beach County, Florida, as amended by Corrective Amendment recorded in O.R. Book 3932, Page 1359, Palm Beach County, Florida, and as further amended by Amendments recorded as follows in Palm Beach County, Florida: O.R. Book 4872, Page 27; O.R. Book 4550, Page 201; O.R. Book 4041, Page 550; O.R. Book 4862, Page 130; O.R. Book 4333, Page 127; O.R. Book 4533, Page 12; O.R. Book 4724, Page 1711; and O.R. Book 4402, Page 457.
 - a. Articles of Incorporation of Plantation Colony of Boca West Condominium Association, Inc.
3. Declaration of Condominium for Sabal Lake of Boca West, a Condominium, dated December 20, 1984, and recorded in O.R. Book 4424, Page 1337, Palm Beach County, Florida, as amended by Amendments recorded as follows in Palm Beach County, Florida: O.R. Book 4430, Page 1801; O.R. Book 4479, Page 1912; and O.R. Book 5178, Page 1220.
 - a. Articles of Incorporation and By-Laws of Sabal Lake of Boca West Condominium Associates, Inc.
4. Declaration of Covenants and Restrictions for The Island at Boca West Homeowners' Association, Inc., dated January 25, 1984 and recorded in O.R. Book 4161, Page 1329, Palm Beach County, Florida, as amended by Amendment dated December 17, 1984 and recorded in O.R. Book 4426, Page 655, Palm Beach County, Florida.

Palm Beach County, Florida:

- a. Articles of Incorporation and By-Laws of The Island at Boca West Homeowners' Association, Inc.
5. Declaration of Maintenance Covenants for Via Verde, dated April 18, 1975 and recorded in O.R. Book 2413, Page 1935, Palm Beach County, Florida.
 - a. Articles of Incorporation and By-Laws of Via Verde Homeowners' Association, Inc., as amended by Amendment recorded in O.R. Book 2960, Page 286 and Corrective Instrument recorded in O.R. Book 2997, Page 1177, both of Palm Beach County, Florida.
6. Declaration of Maintenance Covenants Country Club, dated September 19, 1985, and recorded in O.R. Book 4659, Page 1117, Palm Beach County, Florida, as amended by First Amendment recorded in O.R. Book 4671, Page 101, Palm Beach County, Florida, as amended by Second Amendment recorded in O.R. Book 5259, Page 347, Palm Beach County, Florida, as amended by Notice of Change of Name of Arvida Country Club Maintenance Association, Inc. recorded in O.R. Book 4998, Page 606, Palm Beach County, Florida.
 - a. Articles of Incorporation and By-Laws of Arvida Country Club Maintenance Association, Inc. as amended by Amendment recorded in O.R. Book 4998, Page 606, Palm Beach County, Florida.
7. Declaration of Covenants and Restrictions for Whisper Trace Property Owners' Association, Inc., dated January 13, 1986, and recorded in O.R. Book 5150, Page 1282, Palm Beach County, Florida.
 - a. Articles of Incorporation and By-Laws of Whisper Trace Property Owners' Association, Inc.
8. Declaration of Covenants and Restrictions for The Cloister at Broken Sound, dated 3/26/87 and recorded in O.R. Book 5231, Page 1790, Palm Beach County, Florida.
 - a. Articles of Incorporation and By-Laws of The Cloister at Broken Sound.
9. Declaration of Covenants and Restrictions for Water Oak Property Owners' Association, Inc., dated May 12, 1986 and recorded in O.R. Book 4876, Page 1035; as amended by Amendment dated May 29, 1986 and recorded in O.R.

Palm Beach County, Florida:

Book 4896, Page 613, Amendment dated August 21, 1986 and recorded in O.R. Book 4998, Page 608, and Amendment dated October 30, 1986 and recorded in O.R. Book 5069, Page 1221, Palm Beach County, Florida.

- a. Articles of Incorporation and Bylaws of Water Oak Property Owner's Association, Inc.
- 10. Declaration of Covenants and Restrictions for Bermuda Run Maintenance Association, Inc., dated August 28, 1986 and recorded in O.R. Book 4992, Page 24, Palm Beach County, Florida.
- a. Articles of Incorporation and Bylaws of Bermuda Run Maintenance Association, Inc.
- 11. Declaration of Covenants and Restrictions for Village of Cypress Point, recorded in O.R. Book 3290, Page 1517; as amended in O.R. Book 3491, Page 1550 and O.R. Book 3737, Page 151, Palm Beach County, Florida.

PREPARED BY: J. W. Gomm

FLORIDA POWER & LIGHT COMPANY
BOX 2409, DELRAY BEACH, FLORIDA

EASEMENT

DATE January 30, 1975

31382

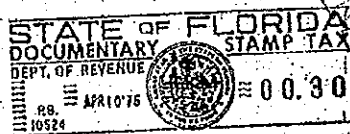
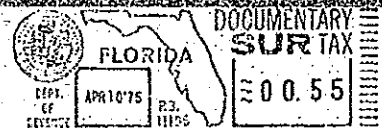
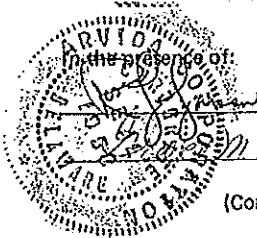
SEC 15 TWP 47S RGE 42E

In consideration of the payment to me/us by Florida Power & Light Company of \$1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to Florida Power & Light Company and its successors and assigns an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits, transformer enclosures and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth or other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows;

Two strips of land, 10 feet in width, lying in Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida, as shown on sheet #1 Exhibit "A", attached and submitted herewith.

The above in connection with the installation of underground facilities.

6.60
1.50
1.00
2 28395



(Corporate Seal)

ARVIDA CORPORATION
BY Norman S. Cortez PRESIDENT
ATTEST: Joan C. Styles SECRETARY

STATE OF FLORIDA AND COUNTY OF Palm Beach

I HEREBY CERTIFY that before me, personally appeared Norman S. Cortez and Joan C. Styles respectively, President and Asst. Secretary of Arvida Corporation

a Corporation organized under the Laws of the State of Delaware, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 17th day of March 19 75

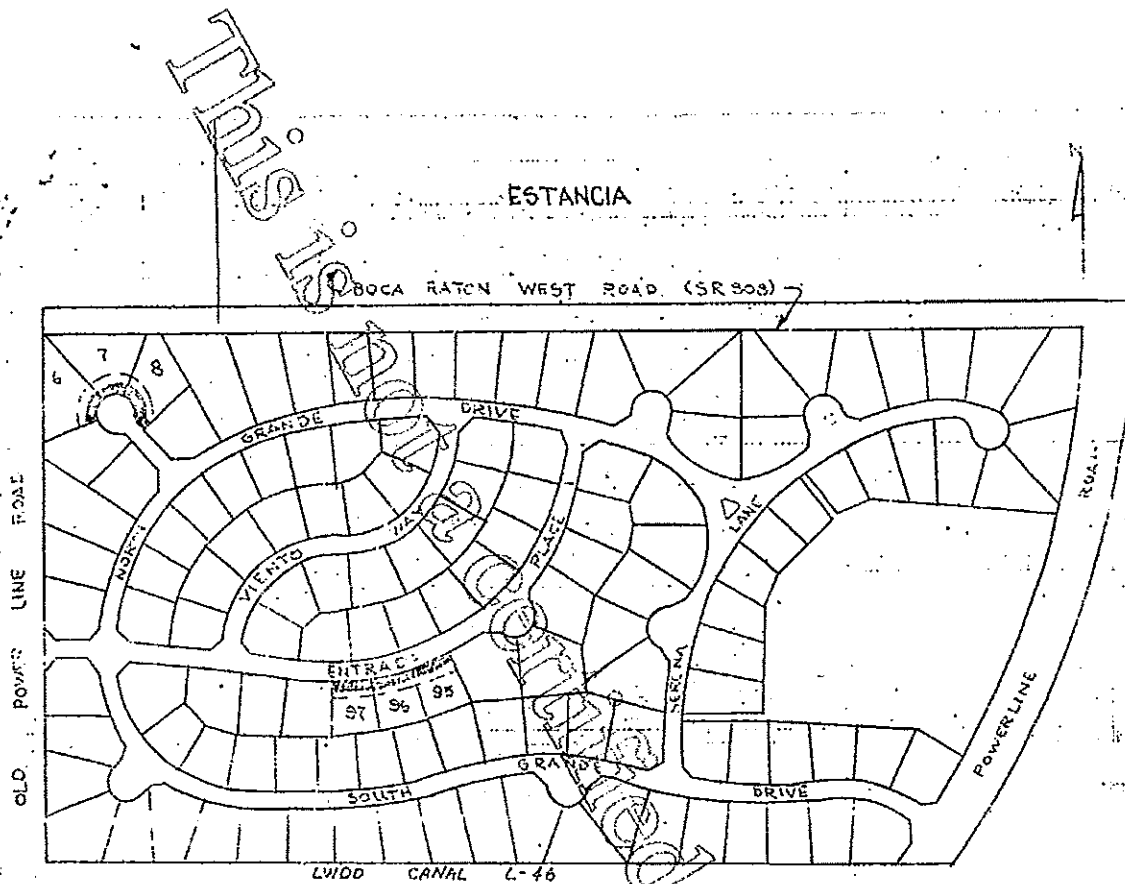
My Commission expires 219977

RECORDED 2407 PAGE 1279

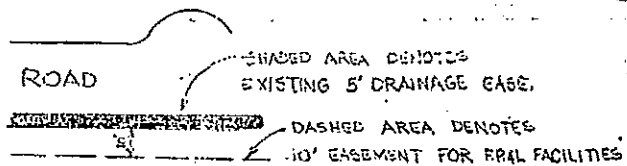
RWO/SIO/TWO ER STRUCT. NO.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

FORM 1732C REV. 7/73



TYPICAL EASEMENTS



GRAPHIC DELINEATION OF 10 FOOT WIDE EASEMENT FOR LOCATION OF FLORIDA POWER & LIGHT CO. FACILITIES. LOCATED IN SECTION 15, TWP 47S, RGE 42E PALM BEACH COUNTY, FLORIDA

PLAT OF ESTANCIA,
RECORDED IN PLAT BOOK 30,
PAGES 169 & 170, PUBLIC
RECORDS OF PALM BEACH
COUNTY, FLORIDA.

RWD 701-7-410

EXHIBIT A

RECORDER'S MEMO: Legibility
of Writing, Typing, or Printing
unsatisfactory in this document
when received.

RECORD 2407 PAGE 1280

Reviewed by B. H. Root B
Record verified
John B. Donahoe
Deputy Clerk

PREPARED BY J. G. GUY,
DELRAY BEACH, FLA.
21 JANUARY, 1975
SHEET 1

28182

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

ESTANCIA HOMEOWNER'S ASSOCIATION, INC. (the "Grantor"), a Florida corporation not for profit, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration paid to Grantor by the CITY OF BOCA RATON (the "Grantee"), a Florida municipal corporation, the mailing address of which is 201 West Palmetto Park Road, Boca Raton, Florida 33432, hereby grants to Grantee, its successors and assigns, for the purpose of enabling Grantee to operate and maintain a sanitary sewage collection and water distribution system in ESTANCIA, according to the Plat thereof, recorded in Plat Book 30, at Pages 169 and 170, of the Public Records of Palm Beach County, Florida, a perpetual non-exclusive easement and right-of-way to operate, maintain, inspect, repair and replace sanitary sewage collection and water distribution lines, pipes, conduits, mains, lift stations, pumps, valves, meters, and all incidental equipment, attachments and appurtenances pertaining thereto, which have been installed and presently exist in Estancia within the areas shown on the Plat of Estancia as rights-of-way of and for Entrada Place, South Grande Drive, Serena Lane, North Grande Drive, Viento Way and Corto Circle.

SUBJECT, HOWEVER, to the following:

1. Liens and encumbrances, if any, including, without limitation, taxes, zoning and other regulatory laws and ordinances, rights of parties in possession, if any, pursuant to leases or licenses from Grantor, mortgages, restrictions, conditions, limitations and reservations of record, if any, and existing easements and/or rights-of-way, if any, whether or not of record, for electrical, telephone, telegraph, gas and other public or semi-public utility services, facilities and purposes, roads, driveways, canals, ditches and other drainage facilities, abutting, crossing or situated wholly or partially over, across, through or within the boundaries of any of the above-described land.

2. Facts which would be disclosed by survey or inspection of the above-described land.

3. The following conditions, restrictions, limitations, reservations, covenants and agreements, which, by acceptance of this Grant of Easement, Grantee, for itself, its successors and assigns, expressly agrees to abide by and comply with at all times during the continuance of the easement and right-of-way herein granted:

A. Grantor reserves to itself, its successors and assigns, the right and privilege to use and occupy and to grant to others the right to use and occupy the: (1) surface of and air space over the above-described land for any purpose which does not interfere with the rights herein granted to Grantee, including, without limitation, the construction, maintenance and use of roads, streets, driveways, walkways, and other improvements over, upon and across, and to landscape and plant, the same; and (2) sub-surface of the above-described land for other public or semi-public utility services or purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to construct, install, maintain and operate therein electrical, telephone, telegraph, gas and drainage facilities and the foundations, footings and/or anchors for surface improvements.

THIS INSTRUMENT PREPARED BY:

H. WILLIAM WALKER, JR.

MERSON, SAWYER, JOHNSTON, DUNWODY & COLE

1600 FIRST NATIONAL BANK BUILDING

MIAMI, FLORIDA 33131

2518 PAGE 1746

-1-

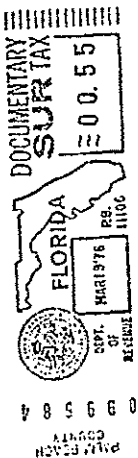
MERSON, SAWYER, JOHNSTON, DUNWODY & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS

DATE 3-2-76

76 MAR 18 AM 8:58

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- B. Each pipe, conduit, main, valve, meter, incidental equipment, attachment, or appurtenance pertaining thereto, shall be constructed, laid, installed, maintained and kept at all times during the continuation of this easement beneath the surface of the land, except that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing, maintaining and/or replacing the same; provided, that markers or monuments, indicating the location of the pipes, conduits, mains, valves, meters, incidental equipment, attachments or appurtenances pertaining thereto, and minor equipment appurtenant or accessory thereto which is acceptable to and the location of which is approved by Grantor may be maintained and kept upon the surface of the above-described land.
- C. Each pipe, conduit, main, valve, meter, incidental equipment, attachment or appurtenance pertaining thereto shall be constructed, laid, and installed at such sub-surface depth, and the earth or other fill covering the same shall be placed and compacted in such manner, that the same shall not be damaged or destroyed by vehicular traffic or the construction of any permitted improvement over, across or upon the surface of the land.
- D. No tree or shrub shall be destroyed or removed from the above-described land without the consent of Grantor, its successors or assigns, and each such tree or shrub which shall be removed or destroyed with the consent of Grantor shall be replaced by Grantee, its successors or assigns, in a manner acceptable to Grantor, its successors or assigns.
- E. Forthwith after the original construction or installation and any subsequent re-construction or re-installation of any pipe, conduit, main, valve, meter, incidental equipment, attachment or appurtenance pertaining thereto, Grantee, its successors or assigns, shall repair, replace and/or restore, in a manner acceptable to Grantor, its successors or assigns, the earth and/or fill, the landscaping and planting, and the improvements, including, without limitation, the paving or other hard surfacing, existing prior to such construction or installation.
- F. Forthwith after the original and any subsequent construction and/or installation, Grantee, its successors and assigns, shall restore the surface of the above-described land to the same grade level as the land on each side thereof as maintained by Grantor, its successors or assigns, and if, because of any excavation by Grantee, its successors or assigns, any of the above-described land shall sink or subside between the grade level of the land on either side thereof, as maintained by Grantor, its successors or assigns, Grantee, its successors or assigns, shall, forthwith after demand, cause the same, and the improvements thereon, to be brought to and kept and maintained at the grade level of such adjoining land.

Grantor hereby grants to Grantee, its successors and assigns, all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement and right-of-way herein granted, and reserves to itself, its successors and assigns, the right and privilege to inspect, have ingress and egress to and from, and use for the purposes set forth above, the above-described land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this 9th day of December, 1975.



ESTANCIA HOMEOWNER'S ASSOCIATION,
INC.

By: Alan T. Brown
President

ATTEST:
Jean C. Shivers
Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

The foregoing instrument was acknowledged before me this 9th day of December, 1975, by Alan T. Brown and Jean C. Shivers, who are President and Secretary, respectively, of ESTANCIA HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.



Grace M. Wells
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: OCT. 31, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Certified Copy

RECORDS 2518 PAGE 1748

Recorded in O & Book B
Record verified
Palm Beach County, Fla.
John H. Rustin
Mark Wraith Rustin

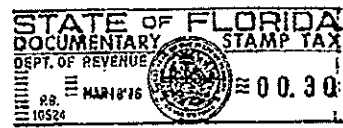
NM

GRANT OF EASEMENT

28183

KNOW ALL MEN BY THESE PRESENTS THAT:

PALM BEACH COUNTY 272266



76 MAR 18 AM 10:58

ESTANCIA HOMEOWNER'S ASSOCIATION, INC. (the "Grantor"), a Florida corporation not for profit, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration paid to Grantor by FLORIDA POWER & LIGHT COMPANY (the "Grantee"), a Florida corporation, the mailing address of which is Post Office Box 2409, Delray Beach, Florida 33444, hereby grants to Grantee, its successors and assigns, for the purpose of enabling Grantee to operate and maintain electric utility facilities in ESTANCIA, according to the Plat thereof, recorded in Plat Book 30, Pages 169 and 170, of the Public Records of Palm Beach County, Florida, a perpetual non-exclusive easement and right-of-way to operate, maintain, inspect, repair and replace the electric utility facilities, including, without limitation, wires, cables, conduits, ducts, transformers, and appurtenant equipment pertaining thereto, which have been installed and presently exist in Estancia within the areas shown on the Plat of Estancia as the rights-of-way of and for Entrada Place, South Grande Drive, Serena Lane, North Grande Drive, Viento Way and Corto Circle; together with the right to permit the attachment of conduits, wires or cables of any other company or person; and to move any and all obstructions on or over the surface which might endanger or interfere with such underground electric utility facilities.

The easement herein granted is and shall be subject to existing liens and encumbrances, if any, other utility easements and facilities and the following conditions, restrictions, limitations, reservations, covenants and agreements, which, by acceptance of this easement, Grantee, for itself, its successors and assigns, expressly agrees to abide by and comply with at all times during the continuance of the easement and right-of-way herein granted:

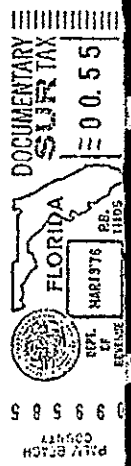
A. Grantor reserves to itself, its successors and assigns, the right and privilege to use and occupy, and to grant to others the right to use and occupy the: (1) surface of and air space over the above-described land for any purpose which does not interfere with the rights herein granted to Grantee, including, without limitation, the construction, maintenance and use of roads, streets, driveways, parking areas, walkways, bicycle paths, and other improvements, over, upon and across, and to landscape and plant, the same; and (2) sub-surface of the above-described land for other utility services or purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to construct, install, maintain and operate therein telecommunication, telephone, telegraph, water, sewer, gas and drainage facilities and the foundations, footings and/or anchors for surface improvements.

6.60
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B. All conduits, wires, cables, incidental equipment, attachments and appurtenances pertaining thereto originally installed beneath the surface of the land shall be maintained and kept at all times beneath the surface of the land, except that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing, maintaining and/or replacing the same; provided, that transformers, markers or monuments (indicating the location of Grantee's pipes, conduits, wires or cables) and incidental equipment, attachments or appurtenances pertaining to the underground conduits, wires or cables may be maintained and kept upon the surface.

C. All underground facilities and equipment shall be kept and maintained at such depth, and the earth or other fill covering

ACCEPTED BY BOARD OF COUNTY COMMISSIONERS 3-2-76



THIS INSTRUMENT PREPARED BY:
H. WILLIAM WALKER, JR.
MERSON, SAWYER, JOHNSTON, DUNWODY & COLE
1600 FIRST NATIONAL BANK BUILDING
MIAMI, FLORIDA 33131

the same shall be placed and compacted in such manner, that the same shall not be damaged or destroyed by vehicular traffic or the construction of any permitted improvement over, across or upon the surface of the land.

D. No planting shall be destroyed or removed from the surface of the land without the consent of Grantor, its successors or assigns, and all planting which shall be removed or destroyed with the consent of Grantor shall be replaced by Grantee, its successors or assigns, in a manner reasonably acceptable to Grantor, its successors or assigns.

E. Forthwith after any re-construction, replacement, or re-installation of any underground equipment, Grantee, its successors or assigns, shall repair, replace and/or restore, in a manner reasonably acceptable to Grantor, its successors and assigns, the earth and/or fill, landscaping and planting, and surface improvements, including, without limitation, the paving or other hard surfacing, existing prior to such re-construction, replacement or re-installation.

F. Forthwith after any re-construction, replacement, or re-installation, Grantee, its successors and assigns, shall restore the surface of the land to the same grade level as the land on each side thereof, as maintained by Grantor, its successors or assigns, and if, because of any excavation by Grantee, its successors or assigns, any of the land shall sink or subside lower than the grade level of the land on either side thereof, as maintained by Grantor, its successors or assigns, Grantee, its successors or assigns, shall cause the same, and the improvements thereon, to be brought to and kept and maintained at the grade level of such adjoining land.

Subject to the above stated restrictions, limitations, and reservations, Grantor hereby grants to Grantee, its successors and assigns, the non-exclusive right of ingress and egress necessary for the use and enjoyment of the easement and right-of-way herein granted.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this 9th day of December, 1975.



ESTANCIA HOMEOWNER'S ASSOCIATION, INC.

By: Alan T. Brown
President

ATTEST: Joan C. Shyne
Secretary

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of December, 1975, by Alan T. Brown and Joan C. Shyne, who are President and Secretary, respectively, of ESTANCIA HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.



Grace M. Willis
Notary Public
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA - AT LARGE
MY COMMISSION - EXPIRES OCT. 31, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Recorded in 8-11-1977
Record verified
Palm Beach County, Fla.
John B. Beale
Mark Street Bank

RECORDED 2518 PAGE 1750

Kim

28184

76 MAR 18 AM 8:58

ACCEPTED BY
CLERK OF COUNTY COMMISSIONERS
MAR 3 - 2 - 76



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GRANT OF EASEMENT

THIS INSTRUMENT PREPARED BY:
H. WILLIAM WALKER, JR.
MERKSHON, SAWYER, JOHNSTON, DUNWODY & COLE
1600 FIRST NATIONAL BANK BUILDING
MIAMI, FLORIDA 33131

KNOW ALL MEN BY THESE PRESENTS THAT:

ESTANCIA HOMEOWNER'S ASSOCIATION, INC. (the "Grantor"), a Florida corporation not for profit, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration paid to Grantor by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY (the "Grantee"), a New York corporation authorized to transact business in the State of Florida, the mailing address of which is c/o Assistant Comptroller, Taxes, Post Office Box 2211, Atlanta, Georgia 30301, hereby grants to Grantee, its successors and assigns, for the purpose of enabling Grantee to operate and maintain telephone and telegraph facilities in ESTANCIA, according to the Plat thereof, recorded in Plat Book 30, Pages 169 and 170, of the Public Records of Palm Beach County, Florida, a perpetual non-exclusive easement and right-of-way to operate, maintain, inspect, repair and replace the telephone and telegraph facilities, including, without limitation, wires, cables, conduits, ducts, transformers and appurtenant equipment pertaining thereto, which have been installed and presently exist in Estancia within the areas shown on the Plat of Estancia as the rights-of-way of and for Entrada Place, South Grande Drive, Serena Lane, North Grande Drive, Viento Way and Corto Circle; together with the right to permit the attachment of conduits, wires or cables of any other company or person; and to move any and all obstructions on or over the surface which might endanger or interfere with such underground telephone and telegraph facilities.

The easement herein granted is and shall be subject to existing liens and encumbrances, if any, other utility easements and facilities and the following conditions, restrictions, limitations, reservations, covenants and agreements, which, by acceptance of this easement, Grantee, for itself, its successors and assigns, expressly agrees to abide by and comply with at all times during the continuance of the easement and right-of-way herein granted:

A. Grantor reserves to itself, its successors and assigns, the right and privilege to use and occupy, and to grant to others the right to use and occupy the: (1) surface of and air space over the above-described land for any purpose which does not interfere with the rights herein granted to Grantee, including, without limitation, the construction, maintenance and use of roads, streets, driveways, parking areas, walkways, bicycle paths, and other improvements, over, upon and across, and to landscape and plant, the same; and (2) sub-surface of the above-described land for other utility services or purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to construct, install, maintain and operate therein telecommunication, electric, water, sewer, gas and drainage facilities and the foundations, footings and/or anchors for surface improvements.

B. All conduits, wires, cables, incidental equipment, attachments and appurtenances pertaining thereto originally installed beneath the surface of the land shall be maintained and kept at all times beneath the surface of the land, except that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing, maintaining and/or replacing the same; provided, that transformers, markers or monuments (indicating the location of Grantee's pipes, conduits, wires or cables) and incidental equipment, attachments or appurtenances pertaining to the underground conduits, wires or cables may be maintained and kept upon the surface.

C. All underground facilities and equipment shall be kept and maintained at such depth, and the earth or other fill covering

DOCUMENTARY
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FLORIDA
MAR 1976
PALM BEACH COUNTY
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the same shall be placed and compacted in such manner, that the same shall not be damaged or destroyed by vehicular traffic or the construction of any permitted improvement over, across or upon the surface of the land.

D. No planting shall be destroyed or removed from the surface of the land without the consent of Grantor, its successors or assigns, and all planting which shall be removed or destroyed with the consent of Grantor shall be replaced by Grantee, its successors or assigns, in a manner reasonably acceptable to Grantor, its successors or assigns.

E. Forthwith after any re-construction, replacement, or re-installation of any underground equipment, Grantee, its successors or assigns, shall repair, replace and/or restore, in a manner reasonably acceptable to Grantor, its successors and assigns, the earth and/or fill, landscaping and planting, and surface improvements, including, without limitation, the paving or other hard surfacing, existing prior to such re-construction, replacement or re-installation.

F. Forthwith after any re-construction, replacement, or re-installation, Grantee, its successors and assigns, shall restore the surface of the land to the same grade level as the land on each side thereof, as maintained by Grantor, its successors or assigns, and if, because of any excavation by Grantee, its successors or assigns, any of the land shall sink or subside lower than the grade level of the land on either side thereof, as maintained by Grantor, its successors or assigns, Grantee, its successors or assigns, shall cause the same, and the improvements thereon, to be brought to and kept and maintained at the grade level of such adjoining land.

Subject to the above stated restrictions, limitations, and reservations, Grantor hereby grants to Grantee, its successors and assigns, the non-exclusive right of ingress and egress necessary for the use and enjoyment of the easement and right-of-way herein granted.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this 9th day of December, 1975.



ESTANCIA HOMEOWNER'S ASSOCIATION, INC.

By: Clayton T. Brown
President

ATTEST:
Joan C. Stiers
Secretary

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of December, 1975, by Clayton T. Brown and Joan C. Stiers, who are President and Secretary, respectively, of ESTANCIA HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.



Grace M. Weiss
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 31, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

REC-2518 PAGE 1752

Recorded by John D. Smith
Record Office
Palm Beach County, FL
John D. Smith
Mark Smith Secy

42152

RESOLUTION NO. R-76-181

RESOLUTION TO VACATE CERTAIN PLATTED ROAD RIGHTS OF WAY
WITHIN THE PLAT OF ESTANCIA AS RECORDED IN PLAT BOOK 30,
PAGES 169 AND 170 AS RECORDED IN PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners of Palm Beach County,
Florida pursuant to authority provided in Chapter 336.09, Florida
Statutes, upon the petition of Arvida Corporation called a Public
Hearing to be held at the County Commissioners' Chambers Court House,
West Palm Beach, Florida, on the 2nd day of March, 1976, to consider
and determine whether or not the County would vacate, abandon, discontinue
and close, renounce and disclaim any right of the County and the public
in and to the roads, or interest therein, which is hereinafter described;
and

WHEREAS, notice of the holding of such meeting was duly published
in the Palm Beach Post Times on Sunday, February 15, 1976 and Sunday,
February 22, 1976; and

WHEREAS, this Board while convened in regular session did hold
such meeting at such time and place, and this Board having determined
that such action will not materially interfere with the County Road
System, and will not deprive any person of a reasonable means of
ingress and egress to his premises from at least one County, State or
Federal Highway;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA, that the following right of way described
herein, to wit:

All streets, roads and rights of way, less'
and except all that portion of Entrada Way
lying and being within thirty (30) feet of
the Easterly right of way line of Old
Powerline Road, and within thirty (30) feet
of the Westerly line of (New) Powerline
Road, and less and except the right of way,
one-hundred twenty (120) feet in width, for
(New) Powerline Road, and the right of way,
sixty-two (62) feet in width, for Boca Raton
West Road (State Road 808), all of the
foregoing as designated and depicted upon
and included within the limits of the plat
of ESTANCIA according to the plat thereof as
recorded in Plat Book 30, Page 169, of the
Public Records of Palm Beach County, Florida

76 APR 22 PM 4:36

8.60.

County Engineering
12-24-76

be and the same are hereby vacated, abandoned and closed as public roads and this Board does hereby renounce and disclaim any right of the County of Palm Beach and the public in and to the above described roads.

BE IT FURTHER RESOLVED that this vacation is contingent upon the following conditions:

All property owners abutting roads to be abandoned must execute document conveying property gained by abandonment to the Property Owners' Association. All abandoned land must be in the title of Property Owners' Association.

2. a. The property Owners' Association documents must state that the Property Owners' Association is authorized to maintain and will maintain the premises in question as private roads upon completion of the abandonment.

b. The same documents must state that ingress and egress will not be restricted or in any way denied to property owner, residents or their guests.

3. The petition be amended to indicate that the west thirty (30) feet of right of way for Entrada Place and the east thirty (30) feet of right of way for South Grande Drive be deleted from the petition and remain public property.

4. That proper easements be provided for electric, telephone, water and sewer services.

BE IT FURTHER RESOLVED that notice of the adoption of this resolution be published in one issue of the Palm Beach Post Times, West Palm Beach, Florida, within thirty (30) days following the date of the adoption of this resolution.

The foregoing resolution was offered by Commissioner Lytal who moved its adoption. The motion was seconded by Commissioner Culpepper, and upon being put to a vote, the vote was as follows:

William H. Medlen	Aye
E. W. Weaver	Aye
Lake Lytal	Aye
Robert F. Culpepper	Aye
Robert C. Johnson	Aye

REC-2531 MAR 422

The Chairman thereupon declared the resolution duly passed and adopted this 2nd day of March, 1976.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Lawrence D. ...
COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

JOHN B. DUNKLE, Clerk
By: *William H. Medlen*
Deputy Clerk

THE PALM BEACH POST

Published Every Weekday
West Palm Beach, Palm Beach County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before the undersigned authority personally appeared J.L. Sartory
who on oath says that he is Advertising Dir. of The Palm Beach Post, a daily
newspaper published at West Palm Beach in Palm Beach County, Florida; that the attach-
ed copy of advertising, being a Notice of Intent
in the matter of Abandon/Vacate
in the ----- Court, was published in said newspaper in the
issues of February 15, 22, 1976

Affiant further says that the Palm Beach Post is a newspaper published at West Palm
Beach, in said Palm Beach County, Florida, and that said newspaper has heretofore been
continuously published in said Palm Beach County, Florida, each weekday and has been
entered as second class mail matter at the post office in West Palm Beach, in said Palm
Beach County, Florida, for a period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further says that he has neither paid nor
promised any person, firm or corporation any discount, rebate, commission or refund for
the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 23rd day of February A.D. 19 76

Olma B. Childers

NOTARY PUBLIC STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES JUNE 2, 1979
BONDED BY AMERICAN BANKERS INSURANCE CO

NOTICE OF INTENTION TO ABANDON / VACATE

NO. 188815
PUBLIC NOTICE: I hereby given in
compliance with Chapters 336.09 and 336.
19, Florida Statutes, that the Board of
County Commissioners of Palm Beach
County, Florida, at its regular meeting in
the County Commissioners' Chambers,
Courthouse, West Palm Beach, Florida on
Tuesday, March 2, 1976, will hold a public
hearing on the vacation / abandonment of
the following described to wit:

LEGAL DESCRIPTION
All streets, roads and rights of way, less
and except all that portion of Entrada
Way lying and being within thirty (30)
feet of the Easterly right of way line of
Third Powerline Road, and within thirty
(30) feet of the Westerly line of (New)
Powerline Road, and less and except the
right of way, one hundred twenty (120)
feet in width, for (New) Powerline Road,
and the right of way, thirty-two (32) feet
in width, for Boca Raton West Road
(State Road 348), all of the foregoing as
designated and depicted upon and in-
cluded within the limits of the plat of E.S.
TANCIA according to the plat thereof as
recorded in Plat Book 30, Page 189, of the
Public Records of the Palm Beach
County, Florida.

DATED the 15th day of February, 1976
BOARD OF COUNTY COMMISSIONERS,
COUNTY OF PALM BEACH COUNTY,
FLORIDA
William H. Medlen
Chairman
J. F. RAHLERT, P.E.
County Engineer
PUBLISHED: Sunday, February 15, 22, 1976

THE PALM BEACH POST

Published Every Weekday
West Palm Beach, Palm Beach County, Florida

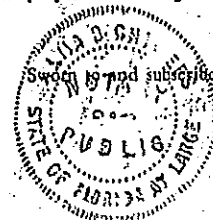
PROOF OF PUBLICATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before the undersigned authority personally appeared J.L. Sartory
who on oath says that he is Advertising Dir. of The Palm Beach Post, a daily
newspaper published at West Palm Beach in Palm Beach County, Florida; that the attach-
ed copy of advertising, being a Notice
in the matter of Resolution No. 76-181
in the ----- Court, was published in said newspaper in the
issues of March 7, 1976

Affiant further says that the Palm Beach Post is a newspaper published at West Palm
Beach, in said Palm Beach County, Florida, and that said newspaper has heretofore been
continuously published in said Palm Beach County, Florida, each weekday and has been
entered as second class mail matter at the post office in West Palm Beach, in said Palm
Beach County, Florida, for a period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further says that he has neither paid nor
promised any person, firm or corporation any discount, rebate, commission or refund for
the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 9th day of March A.D. 19 76

Olma B. Childers

NOTARY PUBLIC STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES JUNE 2, 1979
BONDED BY AMERICAN BANKERS INSURANCE CO

NO. 503217
Resolution No. 76-181
Whereas the Board of County Commis-
sioners pursuant to the authority provided
in Chapter 336.09, Florida Statutes, and
pursuant to Ordinance 71-3, did hold a pub-
lic hearing on March 2, 1976 Resolution No.
76-181, pertaining to the abandonment/
vacation of certain road right of ways
within the Plat of Entrada, was duly
passed and recorded in the minutes of the
Board of County Commissioners,
Palm Beach County, Florida
J. F. RAHLERT, P.E.
County Engineer
T. O. BENNETT, P.E., Director
Land Development Division
Published: March 7, 1976

FILE 2531 PAGE 423

Recorded in W H Kroll R
Record verified
Palm Beach County, Fla
John B. Reavis
Mark Small Cases

Hand
Sec.

4846

RESOLUTION NO. R-76-881

RESOLUTION TO ABANDON A PORTION OF POWERLINE
ROAD IN TOWNSHIP 47 SOUTH, RANGE 42 EAST,
SECTIONS 15 AND 22, PALM BEACH COUNTY, FLORIDA

77 JUL 14 AM 11:06

FILED
JUL 15 1976
CLERK OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida, pursuant to authority in Chapter 336.09, Florida Statutes, upon the petition of Arvida Corporation, a Delaware Corporation, called a public hearing to be held at the County Commissioners' Chambers, Court House, West Palm Beach, Florida, on the 21st day of September, 1976, to consider and determine whether or not the County would vacate, abandon, discontinue and close, renounce and disclaim any right of the County to the road, or interest therein, which is hereinafter described; and

WHEREAS, notice of the holding of such meeting was duly published in the Palm Beach Post Times on Sunday, September 5, 1976 and Sunday, September 12, 1976; and

WHEREAS, this Board while convened in regular session on the 21st day of September, 1976, did hold such meeting at such time at such place, and this Board having determined that such action will not materially interfere with the County road system and will not deprive any person of a reasonable means of ingress and egress to his premises from at least one County, State or Federal highway;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the following road right-of-way described herein, to wit:

A parcel of land 106 feet in width across that portion of the west half (W ½) of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida, lying south of the south right of way line of State Road No. 808, lying 53 feet on each side of the following described road centerline:

From a point on the south line of said Section 15, located 61.62 feet easterly from the Southwest Corner of said Section, run North 00° 47' 38" west, for 1253.41 feet to a point on the South Right of Way line of State Road No. 808 (Boca Raton West Road) located 61.62 feet easterly, measured along said Right of Way line, from the west line of Section 15.

Containing 3.050 acres, more or less.

K.S. RIVERS
LAND DEV. DIV.
BLDG. 5 1170
PB 1A

13.20

RECORDED 2628 PAGE 1870

ALSO

A parcel of land 106 feet in width across the Northwest Quarter (NW $\frac{1}{4}$) of Section 22, Township 47 South, Range 42 East, Palm Beach County, Florida, lying 53 feet on each side of, measured right angles to, the following described road centerline:

From a point on the South line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 22, located 108.51 feet Easterly from the Southwest Corner thereof, run North $00^{\circ} 48' 57''$ West, for 2,715.61 feet, more or less, to a point on the North line of said Northwest Quarter (NW $\frac{1}{4}$), located 61.62 feet Easterly from the Northwest Corner of said Northwest Quarter.

Containing 6.60 acres, more or less.

LESS

That part of Powerline Road Right of Way in said Section 22, lying within the Existing Right of Way of Jog Road as now laid out and in use being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 22; thence North $89^{\circ} 30' 47''$ East (for convenience the bearing shown are based on the West line of the said NW $\frac{1}{4}$ of Section 22, bearing North $00^{\circ} 10' 25''$ East and all other bearings are relative thereto) along the South line of said NW $\frac{1}{4}$ a distance of 55.51 feet to the West Right of Way line of Powerline Road and the POINT OF BEGINNING; thence North $00^{\circ} 48' 57''$ West along said West Right of Way line, a distance of 285.24 feet to a point on the West Right of Way Line of Jog Road, said point being on the arc of a curve concave to the Southeast having a radius of 2271.64 feet and a central angle of $11^{\circ} 37' 00''$ and whose tangent at this point bears a South $06^{\circ} 42' 18''$ West; thence Northerly and Northeasterly along the arc of said curve, a distance of 460.57 feet to the East Right of Way Line of said Powerline Road; thence South $00^{\circ} 48' 57''$ East along said East Right of Way Line, being parallel with and 106 feet East of, the said West Right of Way Line of said Powerline Road, a distance of 639.74 feet to a point on the East Right of Way Line of said Jog Road, said point being on the arc of a curve concave to the Southeast having a radius of 2200.88 feet and a central angle of $02^{\circ} 26' 07''$ and whose tangent at this point bears North $01^{\circ} 55' 32''$ East; thence Southerly along the arc of said curve and said Right of Way Line, a distance of 93.54 feet to the South line of said Northwest Quarter of said Section 22; thence South $89^{\circ} 30' 47''$ West along said South line, a distance of 50.51 feet to the centerline of Powerline Road, said centerline being North $89^{\circ} 30' 47''$ East, a distance of 108.51 feet from the Southwest Corner of the said NW $\frac{1}{4}$ as described in said Official Record Book 1512, Page 149; thence continue South $89^{\circ} 30' 47''$ West along said South line of the NW $\frac{1}{4}$, a distance of 53.00 feet to the POINT OF BEGINNING.

Area within Jog Road Right of Way 1.318 acres, more or less.

ALSO TO BE ABANDONED

A parcel of land in Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida, being the West 30 feet of ENTRADA PLACE, according to the plat of ESTANCIA as recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida.

be and the same is hereby vacated, abandoned and closed as public road area and this Board does hereby renounce and disclaim any right of the County of Palm Beach and the public in and to the above-described road.

BE IT FURTHER RESOLVED that this abandonment is contingent upon the following conditions:

- A. That access easements be granted to Frances O. Frank and D. D. and Sara H. Oliver, Jr., for access to Jog Road.
- B. That utility easements be granted to Southern Bell Telephone and Telegraph Company and Florida Power and Light Company for their existing facilities in Powerline Road.

BE IT FURTHER RESOLVED that notice of the adoption of this resolution be published in one issue of the Palm Beach Post-Times, West Palm Beach, Florida, within thirty (30) days following the date of adoption of this resolution.

The foregoing resolution was offered by Commissioner Culpepper, who moved its adoption. The motion was seconded by Commissioner Johnson, and upon being put to a vote, the vote was as follows:

WILLIAM H. MEDLEN	aye
E. W. WEAVER	absent
ROBERT F. CULPEPPER	aye
LAKE LYAL	absent
ROBERT C. JOHNSON	aye

The Chairman thereupon declared the resolution duly passed and adopted this 21st day of September, 1976.

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

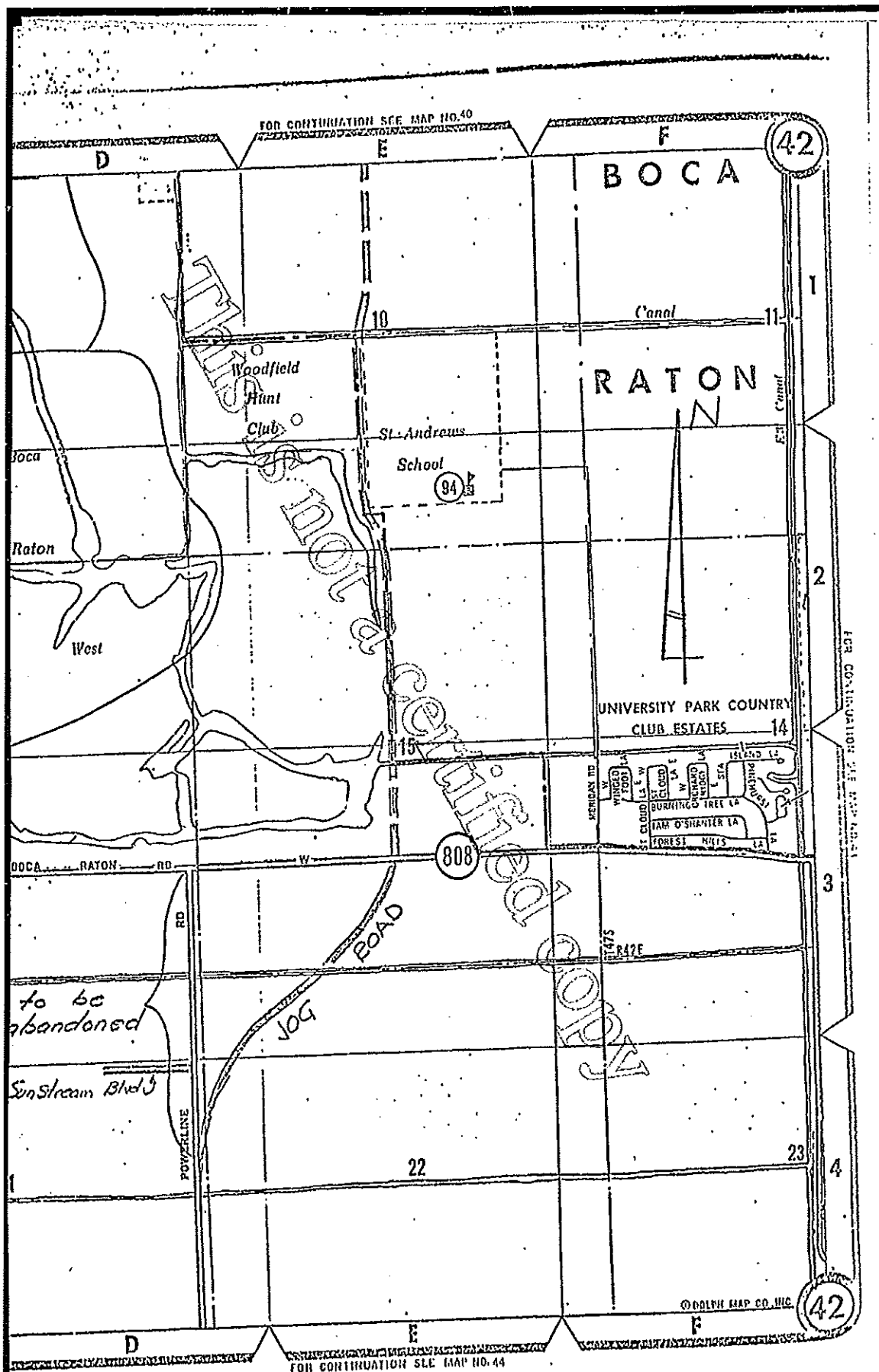
JOHN B. DUNKLE, Clerk

By: Jois K. Channer

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Wm. H. Medlen
County Attorney



LOCATION SKETCH

OFFICE RECORD 2628 PAGE 1873

THE PALM BEACH POST-TIMES

Published Every Sunday
West Palm Beach, Palm Beach County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared Frank T. Marshall.....
who on oath says that he is Advertising Manager..... of The Palm Beach Post-Times,
a Sunday newspaper published at West Palm Beach, in Palm Beach County, Florida; that the
attached copy of advertisement, being a Public Hearing.....
in the matter of Public Hearing.....
in the County of Palm Beach Court, was published in said newspaper in
the issues of September 5, 1974.....

Affiant further says that the said Palm Beach Post-Times is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida each Sunday and has been entered as second class mail at the post office in West Palm Beach, in said Palm Beach County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Frank T. Marshall

Sworn to and subscribed before me this 13th day of September, A.D. 1974

Olma B. Childers

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 2, 1975
COPIED BY AMERICAN BANKERS INSURANCE CO

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

2628 PAGE 1874

Record Verified
John B. Donahoe
Clerk Circuit Court

NOTICE OF INTENTION TO ABANDON POWERLINE ROAD RIGHT OF WAY

PUBLIC NOTICE is hereby given in compliance with Chapter 334.00 and 336.10, Florida Statutes, that the Board of County Commissioners of Palm Beach County, Florida, at its regular meeting in the County Commissioners' Chambers, Courthouse, West Palm Beach, Florida on Tuesday, Sept. 21, 1974, will hold a public hearing on the vacation/abandonment of the following described road right of way to wit:

LEGAL DESCRIPTION
To Abandoned Power Line Road Right of Way in Part of Sections 15 & 22, Township 47 South, Range 42 East, Palm Beach County, Florida, (Original Right of Way Deed O.R.B. 1212 Page 69, Public Records of Palm Beach County, Florida)

A parcel of land 108 feet in width across that portion of the West Half (NW 1/2) of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida, lying South of the South Right of Way Line of State Road No. 308, lying 53 feet on each side of the following described road centerline:
From a point on the South line of said Section 15, located 51.62 feet Easterly from the Southwest Corner of said Section, run North 69° 47' 33" West, for 1234 feet to a point on the South Right of Way Line of State Road No. 308 (Boca Raton West Road) located 51.62 feet Easterly, measured along said Right of Way Line, from the West line of Section 15.

Containing 3.050 Acres, more or less.

A parcel of land 108 feet in width across the Northwest Quarter (NW 1/4) of Section 22, Township 47 South, Range 42 East, Palm Beach County, Florida, lying 53 feet on each side of the following described road centerline:
From a point on the South line of the Northwest Quarter (NW 1/4) of said Section 22, located 108.51 feet Easterly from the Southwest Corner thereof, run North 69° 47' 33" West, for 2,715.61 feet, more or less, to a point on the West line of said Northwest Quarter (NW 1/4), located 51.62 feet Easterly from the Northwest Corner of said Northwest Quarter.
Containing 6.60 Acres, more or less.

That Part of Powerline Road Right of Way in said Section 22 lying within the Existing Right of Way of Jog Road as now laid out and in use being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 22; thence North 89° 20' 41" East for convenience the bearings shown are based on the West line of the said NW 1/4 of Section 22 bearing North 69° 47' 33" East and all other bearings are relative thereto; along the South line of said NW 1/4 a distance of 55.31 feet to the West Right of Way line of Powerline Road and the POINT OF BEGINNING; thence North 69° 47' 33" West along said West Right of Way Line, a distance of 65.31 feet to a point on the West Right of Way Line of Jog Road, said point being on the arc of a curve concave to the Southeast having a radius of 2771.61 feet and a central angle of 11° 57' 00" and whose tangent at this point bears South 68° 42' 00" West; thence Northerly and Northeasterly along the arc of said curve, a distance of 420.57 feet to the East Right of Way line of said Powerline Road; thence South 69° 47' 33" East along said East Right of Way Line, being parallel with and 108 feet East of the said West Right of Way Line of said Powerline Road, a distance of 629.74 feet to a point on the East Right of Way Line of said Jog Road, said point being on the arc of a curve concave to the Southeast having a radius of 2200.55 feet and a central angle of 02° 26' 00" and whose tangent of this point bears North 69° 47' 33" East; thence Southerly along the arc of said curve and said Right of Way Line, a distance of 93.54 feet to the South line of said Northwest Quarter of said Section 22; thence South 89° 20' 41" West along said South line, a distance of 50.51 feet to the centerline of Powerline Road, said centerline being North 89° 20' 41" East, a distance of 108.51 feet from the Southwest corner of the said NW 1/4 as described in said Official Record Book 1512, Page 49; thence continue South 89° 20' 41" West along said South line of the NW 1/4 a distance of 61.63 feet to the POINT OF BEGINNING.

Area within Jog Road Right of Way 1.318 Acres, more or less.

ALSO TO BE ABANDONED
A parcel of land in Section 16, Township 47 South, Range 42 East, Palm Beach County, Florida, being the West 30 feet of EN PHADA IN ACR according to the plat of ESTANCIA as recorded in Plat Book 30, Pages 128 and 129, Public Records of Palm Beach County, Florida.

(Note: All bearings in the above descriptions are based on an assumed meridian used throughout Boca West.)

DATED the 1st day of September, 1974
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Chairman
H. A. RAHULT, P.E.
County Engineer
Published: September 5, 12, 1974

JAN-22-1996 2:06pm 96-022041
 ORB 9091 Pg 479
 OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY:
 KAYE & ROGGE, P.A.
 1840 West Cypress Creek, Suite 207
 Ft. Lauderdale, Florida 33309

CERTIFICATE OF AMENDMENT
 OF
 ESTANCIA HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached Amendment, an exhibit to the Declaration of Covenants and Restrictions, as described in Official Records Book 2402, at Page 121 of the Public Records of Palm Beach County, Florida, was duly adopted in accordance with Article X of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of January, 1996, at Boca Raton, Palm Beach County, Florida.

By: Bart L. Gussner
 Print: Bart L. Gussner pres.

Attest: David Hance
 Print: David Hance Sec.

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of January, 1996, by Bart L. Gussner as President and Blanca Hance as Secretary of Estancia Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.

NOTARY PUBLIC:

Print ARLENE PITMAN

sign Arlene Pitman

OFFICIAL NOTARY SEAL
 ARLENE PITMAN
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC317919
 MY COMMISSION EXP. SEPT 30, 1997

Return to (include self-addressed stamped envelope)

Name

Address

ORR 9091 P 480
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraiser Parcel Identification (File) Number(s)

AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ESTANCIA HOMEOWNERS ASSOCIATION

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

ARTICLE VIII

RESTRICTIONS

Section 3. ~~Antennas. No aerial or antenna shall be placed or
erected upon any lot, or affixed in any manner to the exterior of
any building in Estancia.~~

This Certificate (but not the instrument)
Prepared by and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 581
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

Feb-01-2001 04:03pm 01-039570
ORB 12287 Pg 730

**SECOND CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR ESTANCIA**

THE UNDERSIGNED of Estancia Homeowners Association, Inc., % Hawkeye Management, 3901 N. Federal Highway, Suite 202, Boca Raton, FL 33433 certifies that Exhibit "C" entitled "Architectural Planning Criteria" of the Declaration of Covenants and Restrictions for Estancia Homeowners Association, Inc. ("Declaration") has been amended as set forth in Exhibit "A." The Declaration was recorded in Official Records Book 2402 at Page 121, and amended by an instrument recorded in Official Records Book 9091 at Page 479, each of the Public Records of Palm Beach County, Florida. The Declaration affects real property located in Palm Beach County, Florida known as:

All of ESTANCIA, according to the plat thereof as recorded in Plat Book 30, at pages 169 and 170, of the Public Records of Palm Beach County, Florida.

The Amendments were adopted pursuant to the Architectural Planning Criteria and Declaration Article VII.

Dated this 18 day of January, 2001.

Witnessed by:

Scott Knapik Treasurer
King Reger VP

Estancia Homeowners Association, Inc.

By: Jerome M. Ruderman, President
Jerome M. Ruderman, President

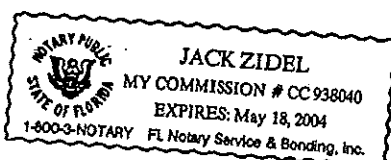
By: Sarah Goldberg, Secretary
Sarah Goldberg, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 18 day of January, 2001 by Jerome M. Ruderman and Sarah Goldberg, the President and Secretary, respectively of Estancia Homeowners Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.



PRINT NAME: JACK ZIDEL

Notary Public, State of Florida

Serial Number:

My commission expires:

**AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ESTANCIA HOMEOWNERS' ASSOCIATION**

EXHIBIT C

Architectural Planning Criteria

1. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than ~~eighteen hundred~~ ~~(1,800)~~ two thousand (2,000) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, and ~~garages and carports~~), not to exceed thirty-five (35) feet in height and having a private and enclosed garage ~~(or carport if approved)~~ for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. Unchanged.

3. Unchanged.

4. Unchanged.

5. **Garages.** In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three (33) feet for a three-car garage, or forty-four (44) feet for a four-car garage; measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. Garage doors shall be operated by an electric door opener. ~~No carports will be permitted unless approved by the ARB.~~

6. Unchanged.

7. Unchanged.

8. Unchanged.

9. Unchanged.

10. Unchanged

11. **Landscaping.** A basic landscaping plan for each lot must be submitted to and approved by

the ARB. All Lots are required to have installed a standard underground sprinkler system. The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be irrigated and maintained. Sod shall be required in the front and side yards. Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible. No restructuring or modification of the landscaping plan for each lot may be made without prior approval of the ARB.

12. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by the ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.;
- G. All swimming pool areas must be enclosed, in compliance with the County and State requirements.

13. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure ~~which the ARB shall require to be constructed with each dwelling, and out of view.~~ No trash, garbage or vegetation clippings shall be placed on the curb before 5:00 P.M. of the day prior to pick up.

14. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, ~~either temporarily or permanently, except that the Lot may be used as a sales office during the development of Estancia, or other developments by Developer in the same area.~~

15. Unchanged.

16. ~~Window Air Conditioning Units.~~ No window or wall air conditioning units shall be permitted.

Mechanical Units. All external mechanical units, including but not limited to air conditioning units, pool heaters, sprinkler pumps, and solar panels, shall be properly hidden from view.

17. Unchanged.

18. Unchanged.

19. Unchanged.

20. **ARB Reports.** The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, ~~or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof,~~ approval will not be required and the related criteria shall be deemed to have been fully complied with.

Deletions to the text are indicated by ~~strike-throughs~~.
Additions to the text are indicated by underlines.

This Instrument Prepared by
and PLEASE RETURN TO:

Shannoya C. Robinson, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-6224

CFN 20040694659
OR BK 17861 PG 1593
RECORDED 12/08/2004 15:58:06
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pgs 1593 - 1597; (5pgs)

RECEIVED
DEC 20 2004
BY: _____

FIRST CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF ESTANCIA
HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED of ESTANCIA HOMEOWNERS ASSOCIATION, INC. %A&N Management, 6413 Congress Avenue, Suite 220 Boca Raton, FL 33487 certifies that the By-Laws of Estancia Homeowners Association, Inc., recorded as Exhibit "B" to the Declaration of Covenants and Restrictions for Estancia recorded in Official Records Book 2402 at Page 121 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto. The Declaration affects real property located in Palm Beach County, Florida legally described as:

All of ESTANCIA, according to the Plat thereof as recorded in Plat Book 30, at pages 169 and 170, of the Public Records of Palm Beach County, Florida

Dated this 1st day of December, 2004.

Witnessed by:

Estancia Homeowners Association, Inc.

Signature here [Signature]

By: [Signature]

Print name here NORMAN SILVERSTEIN

Gwyneth George, President

Signature here [Signature]

By: [Signature]

Print name here Ellen M. Shea

Simon Blauman, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 1st day of December, 2004 by Gwyneth George and Simon Blauman, the President and Secretary, respectively of Estancia Homeowners Association, Inc., who are personally known to me or who have produced personally known as identification and who did not take an oath.

Signature here [Signature]

Print name here BONNIE PARTON

Notary Public, State of Florida

Serial Number:

My commission expires:

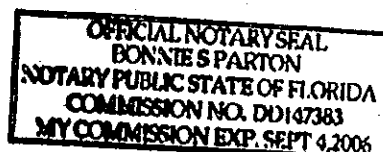


**EXHIBIT "A" TO THE FIRST CERTIFICATE OF AMENDMENT TO THE BY-LAWS
OF ESTANCIA HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors of Estancia Homeowners' Association, Inc. approved amendments to the Association's By-Laws, originally recorded as Exhibit "B" of the Declaration of Covenants and Restrictions for Estancia, in Official Records Book 2402 at Page 0121 of the Public Records of Palm Beach County, as follows (the language added is underlined; the language deleted is ~~struck out~~):

1. **ELECTIONS.** By-Law Article V entitled "Election of Directors: Nominating and Election Committees" shall be amended to be renamed "Election of Directors" and further amended as follows:

1. Not less than sixty days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate Association mailing or included in another association mailing, delivery, or transmission, to each Member entitled to a vote, a first notice of the date of the election. ~~Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.~~

2. Any eligible Member desiring to be a candidate for director must give written notice to the Association not less than forty days before a scheduled election. ~~Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification, from the Nominating Committee, prepare and mail ballots to the members.~~

3. ~~The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.~~

~~3~~ 4. All elections to the Board of Directors shall be made on written ballots which shall (a) state the number of ~~describe the~~ vacancies to be filled by ~~Class A Members~~, and (b) set forth the names of those nominated for the vacancies not less than forty days before the election ~~each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer~~. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of Florida law, the Articles of Incorporation and these By-Laws.

~~4~~ 5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated ~~upon each ballot~~. ~~Upon receipt of each ballot, the~~ The Secretary shall cause received ballots to be placed in a immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee ~~which shall consist of five (5) members~~ appointed by the Board of Directors or be counted by the Secretary or Secretary's designee if the Board has not appointed an election committee.

~~5~~ 6. The members of the Board of Directors ~~elected or appointed in accordance with the procedures set forth in this Article~~ shall take office be deemed elected immediately upon the announcement of the results of the election ~~or appointed as of the date of the annual meeting of the Board of Directors~~.

2. Meetings. By-Law Article VII entitled "Directors and Meetings", Section 1 shall be amended as follows:

The annual members' meeting of the Association shall be held at such time and ~~on December 1 at 4:30 P.M. at the principal office of the Association, unless some other place is designated by the Board; but not later than January 30 of each year~~. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of Board of Directors.

3. Committees. By-Law Article IX entitled "Committees" shall be amended as follows:

1. The standing committees of the Association shall be:

The Compliance Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, ~~other than the ARB~~, shall consist of a chair ~~person~~ man and two (2) or more ~~persons~~ members and shall include a member of the Board of Directors. The committees and their chairs ~~(except the ARB)~~ shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until removed, a successor is appointed by the Board, resignation or death until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable, but not to exceed five committees.

2. The Compliance Nominating Committee shall have the authority to levy fines against members for violations of the Association's governing documents and the Association's rules and regulations ~~duties and functions described in these By-Laws.~~

A. Reasonable fines may be levied jointly and severally against an Owner, and the Owner's occupant, tenant, and invitee for any of their failures to comply with any provision of the governing documents and rules.

B. No fine may be levied except after giving notice to the Owner's last address of record with the Association and an opportunity for a hearing to the Owner and, if applicable, to the Owner's tenant, occupant or invitee if they have provided a written request informing the Association of their address for notices.

C. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed that permitted by law.

* * *

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Estancia. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (~~but not the Nominating Committee or the ARB~~) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

This Instrument Prepared by
and PLEASE RETURN TO:

Shannoya C. Robinson, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-8224

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OR BK 18315 PG 0606
RECORDED 03/25/2005 14:49:43
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0606 - 607; (2pgs)

**SECOND CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF ESTANCIA
HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED of ESTANCIA HOMEOWNERS ASSOCIATION, INC. %A&N Management, 6413 Congress Avenue, Suite 220 Boca Raton, FL 33487 certifies that the By-Laws of Estancia Homeowners Association, Inc., recorded as Exhibit "B" to the Declaration of Covenants and Restrictions for Estancia recorded in Official Records Book 2402 at Page 121 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto. The Declaration affects real property located in Palm Beach County, Florida legally described as:

All of ESTANCIA, according to the Plat thereof as recorded in Plat Book 30, at pages 169 and 170, of the Public Records of Palm Beach County, Florida

Dated this 11th day of March, 2005.

Witnessed by:

Estancia Homeowners Association, Inc.

Signature here◇

Linda Markin

By:

Ellen M. Shea

Ellen Shea, President

Print name here◇

Linda Markin

Signature here◇

Norman S. Blauman

By:

Simon Blauman

Simon Blauman, Secretary

Print name here◇

NORMAN S. BLAUMAN

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 11th day of March, 2005 by Ellen Shea and Simon Blauman, the President and Secretary, respectively of Estancia Homeowners Association, Inc., who are personally known to me or who have produced personally known as identification and who did not take an oath.

Signature here◇

Bonnie Parton

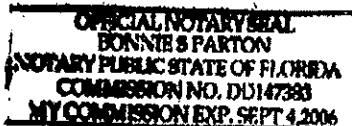
Print name here◇

Bonnie Parton

Notary Public, State of Florida

Serial Number

My commission expires:



7/10/05 11:25:43 AM

Gelfand & Arpe, P.A.
Regions Financial Tower, Suite 1220, 1555 Palm Beach Lakes Blvd., West Palm Beach, FL 33401-2329
(561) 655-8224

**EXHIBIT "A" TO THE SECOND CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF ESTANCIA HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors of Estancia Homeowners' Association, Inc. approved an amendment to the Association's By-Laws, originally recorded as Exhibit "B" of the Declaration of Covenants and Restrictions for Estancia, in Official Records Book 2402 at Page 0121 of the Public Records of Palm Beach County, as follows (the language added is underlined; the language deleted is ~~struck out~~):

1. **Meetings.** By-Law Article VII entitled "Directors and Meetings," Section 1 as recently amended in Exhibit "A" to the First Certificate of Amendment to the By-Laws of Estancia Homeowners Association, Inc. shall be further amended as follows:

The annual members' meeting of the Association shall be held at such time and place designated by the Board; but for meetings after February 1, 2005, not later than January 30 of each year. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of Board of Directors.

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