INDIAN HEAD

at

Loggers' Run

REPLAT DECLARATION
FOR
INDIAN HEAD SECTION ONE

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THIS REPLAT DECLARATION for Indian Head Section One (hereinafter referred to as the "Subject Replat Declaration") is made this _____ day of _____, 1979 by ORIOLE HOMES CORP., a Florida corporation, its corporate successors and assigns (the "Developer") and joined in by Loggers' Run, Inc., a Florida corporation not-for-profit (the "Corporation").

WHEREAS, the Developer is the owner in fee simple of the real property included within Indian Head Section One according to the Plat thereof recorded in Plat Book _____ at Page _____ of the Public Records of Palm Beach County, Florida (the "Subject Replat") subject to the respective dedications set forth on the Subject Replat; and

WHEREAS, Developer has promulgated that certain Declaration of Protective Covenants and Restrictions for Loggers' Run (the "Declaration") recorded in Official Records Book 2793 at Page 1 of the Public Records of Palm Beach County, Florida, in which Declaration the Corporation joined; and

WHEREAS, the Developer desires to designate the property included within the Subject Replat (the "Subject Property") as "Committed Property" as set forth in the Declaration and a part of "Loggers' Run"; and

WHEREAS, Developer desires by this Subject Replat Declaration to provide for the preservation of the values and amenities of the Subject Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Subject Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Any terms used herein which are defined in the Declaration shall have the same meaning as therein set forth unless the context clearly requires another meaning, provided that the provisions hereof shall only be applicable to the Subject Property.

ARTICLE II

IDENTIFICATION OF THIS INSTRUMENT AS A REPLAT DECLARATION; DESIGNATION OF THE SUBJECT PROPERTY AS COMMITTED PROPERTY

A. This instrument is intended as and declared to be a "Replat Declaration".

B. The Subject Property, which was "Uncommitted Property", is hereby declared to be "Committed Property" as set forth in the Declaration.

ARTICLE III

DESIGNATION AS RESIDENTIAL PROPERTY

"Lots" 139 through 200, both inclusive, of Indian Head Section Two are hereby declared to be "Residential Property" and "Single Family Lots".

ARTICLE IV

RESIDENTIAL CONSTRUCTION

A. Single-Family Residence. Detached single-family homes (a "Residence") shall be the only "Dwelling Units" constructed on the Subject Property.

B. Sales Price. No Residence shall be constructed on any Lot in the Subject Property unless the intended sales price of that Residence inclusive of the Lot is at least Seventy-Five Thousand and 00/100 ($75,000.00) Dollars which said minimum sales price is based upon cost levels prevailing at the date of this Subject Replat Declaration. It is the intention and purpose of this covenant to assure that all Residences shall be of a quality of workmanship and materials substantially the same or better than that which would be produced to be sold for the aforesaid minimum sales price as of the date hereof.

C. Residence Size. A Residence shall contain not less than 1,600 square feet under roof, exclusive of porches, patios, eaves, outside steps and garages.

D. Roofs. Roofing materials shall be limited to flat cement tile, barrel tile, wood shake (cedar) and dimensional asphalt tile of at least a 300 lb. classification as may be approved by the "Committee" or such other materials as may be approved by the Committee with mansard roofs to be used only where specifically approved by the Committee. The minimum pitch of roofs shall be 4/12. No built-up flat roofs shall be permitted except over rear porches.

E. Garages--No Carports; Driveways. Each Residence shall have a garage accommodating at least two (2) cars. No carports shall be permitted. Driveways shall be of such other materials and compositions and of such sizes as the Committee shall approve.

F. Building Materials.

1. Exterior building materials shall be durable or treated wood such as cypress, cedar, redwood or treated pine; stone, real or simulated brick and rough-textured stucco; or such other materials as the Committee shall approve.

2. Window and sliding door frames shall be wood, harmoniously colored steel, electrostatically painted bronze-tone or black-tone aluminum or such other materials as shall be approved by the Committee.

3. Light posts as well as posts and frames for porch and pool screened enclosures are to be electrostatically painted bronze-tone or black-tone aluminum or such other materials and

finishes as are otherwise permitted by the Committee. Furthermore, the color of all screening utilized for any such screened enclosures shall be compatible with the frames and posts all as shall be approved by the Committee.

G. Exterior Treatments and Colors.

1. Exterior Color Plan. The Committee shall have the final approval as to all exterior color plans, which color plans must so be submitted to the Committee for such approval and which must show the contemplated color of all exterior surfaces including, but not limited to, the roof. The Committee shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the theme of the community.

2. Plastic and other exterior treatments of low quality or garish appearance will be restricted.

3. There shall be no awnings, storm shutters, canopies or any other exterior projections or treatments unless approved by the Committee.

H. Height of Residence. No Residence shall exceed a height of thirty (30) feet except as the Committee shall specifically approve.

I. Variation of Residences. A given model of a Residence shall not be constructed in any block wherein a Residence of that same model is already constructed or under construction unless there are at least three (3) Lots between such like models without the prior written consent of the Committee waiving this requirement in each instance where this requirement would be violated. Notwithstanding the foregoing, nothing herein contained shall preclude construction of two (2) Residences of the same model merely because the rear of one such Residence faces the rear of the other such Residence. Furthermore, a given model of a Residence shall not be constructed such that the front of same would most directly face the front of a different Residence of the same model (that is, as directly or more directly than any other house which it faces) without the prior written consent of the Committee waiving this requirement in each instance where this requirement would be violated. In all instances, the Committee shall have the right to determine, in writing and in its sole judgment, that the exterior variations of different Residences of the same basic model are sufficient to render same different models and such a written determination by the Committee shall be binding for all purposes.

J. Removal of Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter and thirty (30) inches in height, shall be cut down or otherwise destroyed or removed without the express prior written consent of the Committee. Such consent for removal shall be given where necessary for the construction of the Residence and other permitted improvements, provided that the consent for such removal may nevertheless be conditioned upon and require that the tree or shrub in question be transplanted to another part of the Lot in question.

K. Landscaping. Unless the Committee otherwise approves in writing, each Lot in the Subject Property shall be required to have thereon, as part of the landscaping thereof, five (5) trees having a minimum height of ten (10') feet from the ground level at the base thereof; five (5) trees having a minimum height of seven (7') feet from the ground level at the base thereof; twenty-five (25) shrubs having a minimum height of four (4') feet from the ground level at the base thereof; and sixty (60) shrubs having a

minimum height of one and one-half (1 1/2') feet from the ground level at the base thereof; whether or not the cost thereof exceeds the minimum landscaping expenditure hereinafter set forth in this Paragraph. A minimum landscaping expenditure, exclusive of sod, grass, sprigs, seed, labor and the irrigation system (which irrigation system includes, but is not limited to, sprinklers, pumps and, where not otherwise prohibited, wells) and exclusive of the cost of the design therefor, but inclusive of the cost of the aforesaid required trees and shrubs (though not the planting or delivery thereof) of Eight Hundred Fifty and 00/100 ($850.00) Dollars shall be required with respect to each Lot in the Subject Property, which said minimum landscaping expenditure is based upon cost levels prevailing as of the date hereof. It is the intent and purpose of this covenant to assure landscaping of at least the quality which would have been attained as of the date hereof for the minimum expenditure set forth. Landscaping, sod and underground sprinklers will be required on all areas of the Lot which do not lie beneath improvements properly constructed in accordance with plans and specifications as approved by the Committee.

ARTICLE V

CERTAIN ACTIVITIES PROHIBITED ON THE SUBJECT PROPERTY

A. Temporary Buildings, Etc. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed on the Subject Property except in connection with construction, development or sales activities permitted under the Declaration or with the prior written consent of the Committee. No temporary structure may be used as a residence.

B. Boats, Motor Vehicles, Trailers, Etc. No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, other than in connection with construction, development or sales activities permitted under the Declaration and other than four-wheel passenger automobiles, shall be placed, parked or stored on the Subject Property except within a Residence where same cannot be seen from any part of Loggers' Run; except for temporary periods during which time lawful and permitted work associated therewith is being conducted (e.g., deliveries or repairs to a Residence) but in no event overnight; and except for such four-wheel noncommercial vehicles as the Committee shall specifically approve in writing prior to same being placed, parked or stored on the Subject Property. No maintenance or repair shall be done upon or to any such boat, trailer, motorcycles, motor scooters, go carts, motor bikes or other motor vehicle (including, but not limited to, any permitted four-wheel passenger automobiles) except within a Residence and totally isolated from public view.

C. Signs. No sign of any kind shall be displayed to the public view on any Lot or Residence except a professional sign not more than one (1) square foot, advertising that the Lot or Residence is for sale or rent, or as may otherwise be specifically approved in writing by the Committee.

D. Animals and Pets. Only common household pets may be kept on any Lot or in a Residence but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property.

E. Increase in Insurance Rates. No "Owner" may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property not owned by such Owner.

F. Water Supply. No wells or individual water supplies shall be permitted except for sprinkler systems in compliance with all applicable governmental requirements.

G. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

ARTICLE VI

MAINTENANCE OF RESIDENCE AND LOT

In order to further establish and perserve the Subject Property and Loggers' Run, the Owners covenant and shall be obligated at all times to maintain the exterior portions of their Residence (including, but not limited to, walls, roofs, etc.) and Lot (including, but not limited to, lawns, shrubbery and landscaping, etc.) in a neat and aesthetically pleasing and proper condition and good repair. In the event that any Owner fails to maintain his Residence and the Lot in accordance with this covenant (the "Defaulting Owner"), the Corporation shall have the right, though not the obligation, upon thirty (30) days written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Corporation's attorneys through and including all appeals and whether or not suit be instituted) shall be assessed against the Defaulting Owner and shall become a lien upon the Lot and Residence of the Defaulting Owner. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the "County" of a written statement claiming such a lien on behalf of the Corporation and setting forth the amount due which shall bear interest from the date thereof at the highest rate allowed by law. The Corporation shall have all rights and remedies with respect to the enforcement and collection of such lien as the Corporation would have with respect to liens for "Assessments" as provided for in the Declaration. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction thereof in recordable form.

ARTICLE VII

GENERAL PROVISIONS

A. Conflict With Declaration. In the event of any conflict between the provisions hereof and the provisions of the Declaration, the provisions of the Declaration shall control.

B. Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (a) any Owner, at the address of the person whose name appears as the Owner on the records of the Corporation at the time of such mailing and, in the absence of any specific address, at the address of any Dwelling Unit or Lot owned by such Owner; and (b) the Corporation, certified mail,

return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33067, or such other address as the Corporation shall hereinafter notify Developer and the Owners of in writing; and (c) the Developer, certified mail, return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33067, or such other address or addresses as the Developer shall hereafter notify the Corporation of in writing, any such notice to the Corporation of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Corporation shall furnish to such Owner the then current address for Developer as reflected by the Corporation records.

C. Enforcement. The covenants and restrictions herein contained may be enforced by Developer, the Corporation or any Owner or Owners of any Lots in the Subject Property and any "Institutional Mortgagee" holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

D. Captions, Headings and Titles. Article and Paragraph captions, headings and titles inserted throughout this Subject Replat Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Subject Replat Declaration.

E. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

F. Attorneys' Fees. Any provision herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

G. Severability. In the event any of the provisions of this Subject Replat Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Subject Replat Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Subject Replat Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

H. Subordination. The Developer and the Corporation agree that their respective interests as provided for in this Subject

Replat Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Subject Property and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of the Subject Property. While the provisions of this Paragraph are self-operative, the Corporation nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

I. No Limitation on Committee. The fact that only certain architectural, landscaping and other criteria with respect to the Subject Property are herein set forth shall in no way be deemed or construed to limit the authority or power of the Committee or the "Board" as set forth in any of the "Loggers' Run Documents" including, but not limited to, the Declaration.

J. Certain Rights of Developer. Notwithstanding anything to the contrary herein contained, no "Developer Improvements" as set forth in the Declaration shall be subject to either the approval of the Committee nor the provisions and requirements of this Subject Replat Declaration. Furthermore, notwithstanding anything to the contrary contained in this Subject Replat Declaration, nothing herein contained shall, or shall be construed to, limit, abridge or in any way affect the rights of Developer and its successors and assigns to use all portions of the Subject Property, the title to which has not been conveyed by Developer, in conjunction with, and as part of, its program of sale, leasing, construction and development of and within Loggers' Run. For the purposes of this Article VII, Paragraph J, the term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon the Subject Property or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Subject Property as a result of the foreclosure of any mortgage encumbering any portion of the Subject Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Article VII, Paragraph J., which are in addition to and are no way a limit on any other rights or privileges of Developer under any of the Loggers' Run Documents, shall terminate upon Developer no longer owning any portion of the Committed Property or any portion of the "Uncomitted Property" which could, pursuant to the terms of the Declaration, become Committed Property or upon such earlier date as Developer shall notify the Corporation in writing of Developer's voluntary election to relinquish the aforesaid rights and privileges.

K. Failure of Committee to Disapprove. If any landscaping or the construction of any improvement or structure is completed and the Committee does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the Committee and shall be deemed to comply with Paragraphs B, C, D, E, F, G, H and I of Article IV hereof.

L. Amendment and Modification. The process of amending or modifying this Subject Replat Declaration shall be as follows:

1. Until the "Turnover Date", all amendments or modifications shall only be made by the Developer without the requirement of the Corporation's consent or the consent of the Owners, provided, however, that the Corporation shall, forthwith upon request of Developer, join in any such amendments or modifications

and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. After the Turnover Date, this Subject Replat Declaration may be amended by (a) the consent of the Owners of two-thirds (2/3) of all Contributing Units in Loggers' Run, together with (b) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners of two-thirds (2/3) of all Contributing Units in Loggers' Run may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Corporation called and held in accordance with the "By-Laws" evidenced by a certificate of the Secretary or an assistant secretary of the Corporation.

3. Amendments for correction of scrivener's error or other nonmaterial changes may be made by the Developer alone until the Turnover Date and the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Subject Replat Declaration shall be effective which shall impair or prejudice the rights or priorities of the Developer, the Corporation or of any Institutional Mortgagee under this Subject Replat Declaration or any other of the Loggers' Run Documents without the specific written approval of such Developer, Corporation or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Subject Replat Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of the then existing "Recreation Area" or "Corporation Property" unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to the Declaration after the Turnover Date.

5. A true copy of any amendment to this Subject Replat Declaration shall be sent certified mail (herein called the "Mailing") by the Corporation to the Developer and to all Institutional Mortgagees holding a mortgage on any portion of the Subject Property requesting notice pursuant to Paragraph D. of Article VIII of the Declaration. The amendment shall become effective upon the recording of a Certificate of Amendment to this Subject Replat Declaration setting forth the amendment or modification amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Institutional Mortgagees holding mortgages on any portion of the Subject Property.

M. Term. The term hereof shall be co-extensive with the term of the Declaration.

IN WITNESS WHEREOF, this Replat Declaration for Indian Head

Section One has been signed by the Developer and the Corporation on the day and year first above set forth.

Signed, Sealed And Delivered In The Presence Of:

ORIOLE HOMES CORP.

_____ By: _____

_____ Attest: _____

(Witnesses as to Oriole Homes Corp.)

(SEAL)

LOGGERS' RUN, INC.

_____ By: _____

_____ Attest: _____

(Witnesses as to Loggers' Run, Inc.)

(SEAL)

STATE OF FLORIDA)
: ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, _____ _____ and _____, the _____ _____ and _____, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1979.

_____
Notary Public

(SEAL)

My Commission Expires: _____

STATE OF FLORIDA)
: ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, _____ _____ and _____, the _____ _____ and _____, respectively, of LOGGERS' RUN, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1979.

_____
Notary Public

(SEAL)

My Commission Expires: _____