

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MILLPOND

This Instrument was prepared by:
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Arvida Corporation
998 S. Federal Highway
Boca Raton, Florida
33432

THIS DECLARATION, Made this 2nd day of MAY, 1979,
by ARVIDA CORPORATION (the "Developer"), a Delaware
corporation, which hereby declares that the real property
described in Article II herein which is owned by Developer
(hereinafter referred to as Millpond") 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.

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 Millpond
Homeowners' Association, Inc., a Florida corporation not
for profit. This is the Declaration of Covenants and
Restrictions to which the Articles of Incorporation (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 B and C 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 Millpond from the Developer for
the purpose of development and is designated as such by Arvida
Corporation. Reference herein to Arvida Corporation as the
Developer of Millpond is not intended, and shall not
be construed, to impose upon said Arvida Corporation for any
obligations, legal or otherwise, for the acts or omissions of
third parties who purchase lots within Millpond from
Arvida and develop and resell the same.

C. "Millpond" 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 Section 1 or Article II
hereinbelow.

D. "Lot" shall mean and refer to any lot or other parcel
with any and all improvements thereon, in Millpond
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 (whether or not said real and/or personal property is
within the boundaries of Millpond) including, without
limitation, a right of use, for the common use and enjoyment of
the members of the Association. The use of the Common Area
shall be restricted to park and recreational purposes.

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

Section 1. Legal Description. The real property of
Millpond which is and shall be held, transferred, sold, conveyed
and occupied subject to this Declaration is legally defined as:

OFF REC 3054 PG 0947

79 076675

1979 MAY -7 AM 9:09

✓ Cold Coast Title

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All of Timbercreek North, according to the Plat thereof as recorded in Plat Book 36 , at Page 180 , of the Public Records of Palm Beach County, Florida.

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

Section 3. Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of it shall, at the time of addition to the scheme of this Declaration, be platted a single-family residential lots, (c) upon addition of and lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their prorata share of Association expenses, and (d) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the Members of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of Land in Millpond.

III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant, 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 Common Area against foreclosure;

B. All provisions of this Declaration, any plat of all or any 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.

E. The right of the City of Boca Raton, Florida, to approve changes in the use of the Common Area as provided in Article X, Section 7, of this Declaration.

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 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 Unit 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.

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 Millpond hereby covenants, and each owner of any Lot (by acceptance of a deed therefor, whether or not is 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 Millpond and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, 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 hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$800.00 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 Millpond.

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 of the Board of Directors of the Association.

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, and other portions of the Property, 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. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

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 due 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 reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees 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 federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Property. No sale or other 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 of the 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 residential dwelling or related use shall be exempt from said assessments, charges or lien.

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(s) and the personal obligation of the Owner(s) 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. 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(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at anytime with only such notice as, under the circumstances, is practically affordable.

VII ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No landscaping, improvement of 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. It shall be the burden of each Owner to supply completed plans and specifications to the Association or Architectural Review Board thereof and no plan or specification shall be deemed approved unless a written approval is granted by the Association or Architectural Review Board thereof to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted.

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 Millpond. 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 Millpond, shall be appointed by, and 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 or 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 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.

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 Millpond, signed by the Owner of the Lot and contract vendee, if any, together with a copy of the City of Boca Raton Tree Permit. 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.

C. 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 Millpond 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, but need not, 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.

VIII RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units 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 improvements 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; provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which

remains unconsolidated as a single Lot shall be total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in Millpond. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the 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 portions of the undivided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of the Covenants and Restrictions shall apply thereto as a single Lot except as to assessments provided for herein. Without the express prior consent and approval of the ARB, 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 Millpond.

Section 2. No Temporary Buildings. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express 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 Millpond. Antennae, if any, shall be built into the roof trusses of the home.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four wheel passenger automobiles less than 5.6 feet in height, 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, destroyed or removed from a Lot 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 another 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 contain at least 375 square feet of usable space appropriate for the parking of automobiles. All garages must have doors which shall be maintained in a useful condition.

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. An initial basic landscaping plan for each Lot, together with a detailed written estimate of the costs of such plan, must be submitted to and approved by the ARB at the time of construction of a home on such Lot. The Owner of such Lot shall be required to expend a minimum of Fifteen Hundred Dollars (\$1500.00) in landscaping upon such Lot said amount to be based upon the value given by a nursery, exclusive of sodding, fill, grading, mulch, irrigation and design fees. Sodding will be required

on all yards. No seeding and/or sprigging shall be permitted. 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. All Lots shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. 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 home residence of 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.

Section 12. Docks, Boat Houses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, piling, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways of and within Millpond. No motor powered boat of any kind shall be kept or used upon any lakes or waterways of and within Millpond. The area, if any, between the rear lot line of any Lot and the water's edge of any lake or other water body within the Land shall be landscaped and or sodded and maintained by the Owner of said Lot as if said area were a portion of the lot owned by said Owner, except the following lots, 20-25 inclusive, which area between the rear lot line of these lots and the water's edge of the lake shall be landscaped and/or sodded and/or seeded and maintained by the Millpond Homeowners' Association. No person or persons whomsoever shall be permitted upon that portion of the Common Area lying between the rear lot line of any Lot except the following lots (20-25 inclusive) and the waters edge of any lake or other water body within the Land except (a) the Owner from time to time of said Lot, his family, guests and invitees, or (b) an employee or contractor of the Association for the sole and exclusive purpose of performing maintenance upon and within said lake or other water body.

Section 13. Irrigation. Irrigation from any lake or water body within the Land shall be permitted, unless otherwise prohibited by deed or easement, provided, no irrigation device be visible at the surface of the water. However, the Developer and the Association shall bear no responsibility for maintaining the quality of water within such lake or water body to a level appropriate for irrigation purposes.

Section 14. Living Area. Each detached single family residence constructed upon a Lot in Millpond shall contain a minimum of one thousand five hundred (1,500) square feet of air conditioned living area. Living area as referred to in this section excludes garages and patios. Each detached single family residence must have a rear patio slab of a minimum depth of 8 feet.

Section 15. Lighting. No lighting shall be permitted which alters the residential character of Millpond. No lighting of tennis courts or outdoor activity areas shall be permitted.

Section 16. Miscellaneous. No weeds, underbrush or other unsightly vegetation 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, debris 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. During construction of a dwelling or other improvement, each owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal construction debris shall not be permitted to remain upon any Lot.

IX TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest thereon, 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 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 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.

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 executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership 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, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Palm Beach County, Florida 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 the President and Secretary of the Association upon approval 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

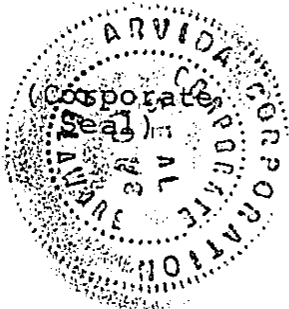
amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

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 Dade County, Florida.

Section 7. Consent of the City of Boca Raton. No amendment to this Declaration which would have the effect of terminating the use of Common Area as private open space for park and recreational purposes shall be adopted or effective without the consent of the City of Boca Raton, Florida, or its successor.

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: _____

Richard W. Miller
Vice-President

ATTEST:

Joan C. Myers
Assistant Secretary

STATE OF FLORIDA)

SS.)

COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants and Restrictions for Millpond was acknowledged before me this 2nd day of MAY, 1979, by Richard W. Miller and Joan C. Myers, Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Florida corporation, on behalf of the corporation.



Beatrice J. Williams
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13 1982
BONDED THRU GENERAL INS. UNDERWRITERS

Exhibit A

ARTICLES OF INCORPORATION
OF
MILLPOND HOMEOWNERS' ASSOCIATION, INC.

I NAME

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

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 residential area referred to as Millpond and described in the Declaration of Covenants and Restrictions for Millpond executed contemporaneously herewith by Arvida Corporation and to be recorded in the Public Records of Palm Beach County, Florida.

B. To own and maintain, repair and replace the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefiting Millpond 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, tennis courts, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Millpond, 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 Millpond.

E. To operate without profit for the benefit of its members.

F. 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.

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, By-Laws, 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 interests in, 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 the property 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.

IV MEMBERS

A. The members shall consist of the Property Owners in Millpond, 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 Property shall automatically become Class A Members upon purchase of such Property.
2. Class B Member. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee as Developer of Millpond.

B. "Developer", "Owner", "Unit", 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 Millpond.

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

All of TIMBERCREEK NORTH, according to the Plat thereof as recorded in Plat Book 36, at Page 180, at the Public Records of Palm Beach County, Florida.

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 he holds the interest

required for membership. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit 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 Millpond 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 Lot in Millpond.

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 Millpond, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

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 the Class A 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 two (2) years. 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. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may be removed except by action 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 1980 and until their successors are elected or appointed and have qualified, are as follows:

Richard L. Larsen
20772 Sonrisa Way
Boca Raton, Florida 33433

Frank P. Gilligan
20952 Ramita Trail
Boca Raton, Florida 33433

Russell G. Hobbs
755 Azalia
Boca Raton, Florida 33433

William J. Drury
20772 Soneta Drive
Boca Raton, Florida 33433

Grace M. Wells
601 Southwest 2nd Avenue
Boca Raton, Florida 33432

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 offices 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 1980 and until their successors are duly elected and qualified are:

President	:	Frank P. Gilligan
Vice Presidents:		Richard L. Larsen Russell Hobbs
Treasurer	:	William J. Drury
Secretary	:	Grace M. Wells

VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX BY-LAWS

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

X AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

These Articles and the By-Laws may be altered, amended or repealed by vote of a majority of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Millpond (as the same is defined in the Declaration of Covenants and Restrictions for for Millpond) shall be effective without the prior written consent of said Arvida Corporation or its successors or assigns, as Developer. No amendment affecting the use, sale or lease of the Common Area, as defined in the Declaration of Covenants and Restrictions for Millpond, shall be adopted or effective without the prior approval of the City of Boca Raton, Florida.

XI SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Frank P. Gilligan
20952 Ramita Terrace
Boca Raton, Florida 33433

William J. Drury
20772 Soneta Drive
Boca Raton, Florida 33433

Grace M. Wells
601 Southwest 2nd Avenue
Boca Raton, Florida 33432

XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director of 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 gross 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.

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, 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.

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 the City of Boca Raton, Florida, or its successor, of the Common Area, as defined in the Declaration of Covenants and Restrictions for Millpond,

which shall be effective without the prior written consent of said City or its successor.

3. Remaining assets shall be distributed among the members as tenants in common, each members' 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 said subscribers have hereto set their hands and seals this 11th day of April, 1979.

Signed, sealed and delivered in the presence of:

Alice J. Muraghty

Frank P. Gilligan
Frank P. Gilligan

Beatrice J. Williams

Alice J. Muraghty

William J. Drury
William J. Drury

Beatrice J. Williams

Alice J. Muraghty

Grace M. Wells
Grace M. Wells

Beatrice J. Williams

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS.

The foregoing instrument was acknowledged before me this 11th day of April, 1979, by Frank P. Gilligan, William J. Drury and Grace M. Wells.

(Notarial Seal)

Beatrice J. Williams
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13 1982
BONDED THRU GENERAL INS. UNDERWRITERS

BY-LAWS
OF
MILLPOND HOMEOWNERS' ASSOCIATION, INC.

I DEFINITIONS

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

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.

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 the 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 or other property 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 Millpond and shall result in the suspension of voting privileges during any period of such non-payment.

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.

V ELECTION OF DIRECTORS:

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

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 to the time fixed for the annual meeting.

4. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board of Directors, by mail thirty (30) days prior to the annual meeting, 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. Each member may, in respect to each vacancy on the Board, cast one vote.

5. 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.

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 appoint committees, adopt and publish rules and regulations governing the use of the Common Area or any portion 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 Millpond 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 and maintain 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.

VII DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held at 7:00 P.M. on the third Wednesday in January of each year at the principal office of the Association, unless some other time and/or 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 of 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.

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.

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 that 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.

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 by 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 Millpond, and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

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 Millpond. 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.

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.

XI SEAL

The Association shall have a seal in circular form having within its circumference the words:
Millpond Homeowners' Association, Inc., not for profit, 1979.

XII AMENDMENTS

These By-Laws may be altered, amended or rescinded 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 Millpond Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, on _____, 1979.

President

Secretary

EXHIBIT C

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants and Restrictions for Millpond being recorded simultaneously herewith in the Public Records of Palm Beach County, Florida, provides that Arvida Corporation (the "Developer"), a Delaware corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

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

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 Millpond, 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 residence containing not less than fifteen hundred (1,500) square feet of livable enclosed floor area (exclusive of open or screen porches, patios, 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 prior to initial construction and development upon any Lot 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 Millpond.

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. Minimum pitch of roof will be 6/12 on homes containing 1500 to 1800 square feet and 4/12 on homes containing more than 1800 square feet. Mansard roofs will not 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. Asphalt shingles will not be allowed.

White roofs will not be permitted without specific approval from the ARB.

5. Similar elevations shall not be built directly adjacent, diagonally or across from each other.

6. GARAGES. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum square footage of three hundred seventy-five (375) square feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum width of sixteen feet (16') for a two-car garage, or (2) sixteen foot (16') doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of ten feet (10') in width, and a service door. No carports will be permitted unless approved by the ARB.

7. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen feet (16') in width at the entrance to the garage. All driveways must be constructed with concrete, asphalt or a comparable material approved by the ARB. 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.

8. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Exposed 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 materials 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.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except the following:

- A. The exclusive sales agent for the original building 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 anytime the homeowner or his designated representative is in attendance.

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

10. GAMES AND PLAY STRUCTURES. All basketball backboards, tennis courts 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 playform, doghouse, tennis court, playhouse or structure of a 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 and include sufficient landscaping treatment acceptable to the ARB.

11. FENCES AND WALLS. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. 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. Fences will not be permitted on lot lines where any adjacent view is obstructed or on the rear lot lines which border a water body. Pool fencing must be accomplished directly adjacent to pool decking unless otherwise approved by the ARB.

12. LANDSCAPING. A basic landscaping plan for each lot must be submitted to and approved by the ARB prior to initial construction and development therein. A budget of \$1,500.00 is required for initial plant material and trees, excluding sodding and irrigation which is required on all lots. 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. 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.

The Developer shall supply criteria for materials appropriate for landscaping in Millpond and a designation of the number of required trees and shrubs to be planted upon each Lot in Millpond based upon such criteria.

13. 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.
- G. Tennis Court lighting shall not be permitted.

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.

14. 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 lots shall be maintained during construction in a neat and nuisance-free condition.

15. 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 Millpond, or other developments by Developer in the same area. A construction trailer may be parked during the construction phase only with the express written consent to Developer on certain designated Lots.

16. 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. As a result a tree survey will be required clearly indicating which trees will be removed and which trees will remain. 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.

17. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

18. 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 other than that supplied by the Developer. 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.

19. 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 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.

20. 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.

21. 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, together with a copy of the approved plans and specifications signed by the Lot owner and the contract purchaser of the Lot, if any. 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.

22. WAIVER OF ARCHITECTURAL PLANNING CRITERIA. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in Millpond; provided however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interests of the community and the deviation requested is compatible with the character of Millpond. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the ARB.