

11/20/84

DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by P.G.A. NATIONAL VENTURE, LIMITED, a Florida Limited Partnership, P.G.A. NATIONAL-LENNAR VENTURE, a Joint Venture consisting of Lennar Palm Beach, Inc., a Florida corporation, and Realcom Venture, a joint venture consisting of Realcom Corporation and BBC Associates, Inc., both Florida corporations, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Project"); and

WHEREAS, Developer has established a land use plan for the Project and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Project hereafter committed to a land use plan and to this end does hereby subject to the land, use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as PRESTWICK CHASE HOMEOWNERS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Project 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.

THIS INSTRUMENT PREPARED BY:
Morris J. Walsky, Esq.
Seven Hundred N.W. 107 Ave.
Miami, Florida 33178

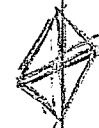
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RETURN TO: ARLENE BURVETTE
STEWART TITLE



ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Prestwick Chase Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "1" and "2" is a copy of the Articles of Incorporation and By-Laws for the Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "The Project" shall mean and refer to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional lands subjected to this Declaration by annexation.

Section 4. "Common Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the Owners hereinafter defined. The Common Open Space to be owned by the Association is described as follows:

P.G.A. RESORT COMMUNITY PLAT OF PRESTWICK CHASE UNIT I
REPLAT according to the Plat thereof, less and except
Blocks 1 through 13, inclusive, as recorded in Plat Book
49 Page 142 in the Public Records of Palm Beach County,
Florida.

Section 5. "Private Drives" shall mean and refer to that portion of the Common Open Space owned by the Association now or hereafter actually used and paved for vehicular access.

Section 6. "Parking Area" shall mean and refer to that portion of the Common Open Space set aside for the use of the Owners, their invitees and guests, as parking spaces for vehicles. Each Owner will be assigned two (2) parking spaces directly in front of Owner's Unit for Owner's exclusive use and the unassigned spaces shall be utilized for the common use of all of the Owners, their invitees and guests. The Parking Space(s) designated for the exclusive use of each Owner and those to be used in common by all of the Owners, their invitees and guests are graphically set forth in Exhibit "B", attached hereto and by this reference made a part hereof.

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Section 7. "Lot" shall mean and refer to those Lots shown upon the recorded subdivision Plat or Plats of the Project with the exception of the Common Open Space, and on which shall be built Units.

Section 8. "Unit" shall mean and refer to a housing unit built or to be built upon a Lot.

Section 9. "Developer" shall mean and refer to PGA NATIONAL-LENNAR VENTURE, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development. PGA NATIONAL-LENNAR VENTURE shall at all times have the right to assign its interest herein to any successor or nominee.

Section 10. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a first mortgage on a Unit or Units.

Section 11. "Undeveloped Parcel" shall mean and refer to the real property described in Exhibit "C" hereto, which is presently an unimproved parcel of land which Developer may, but is not obligated to, develop and by annexation subject to this Declaration.

Section 12. "Annexation" shall mean and refer to the subjecting of any portions of the Undeveloped Parcel to this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Open Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. All provisions of this Declaration, the plat or plats of the Project, and the Articles of Incorporation and By-Laws of the Association;

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Open Spaces;

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D. The right of the Association to cease maintaining the grassed areas within the inside of an individual's property line (but outside walled fenced areas) when said grassed areas are improved by the planting of shrubbery or ground cover (the planting of trees is permitted); said maintenance only includes mowing and edging of the lawn; it does not include irrigation or fertilization.

E. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

F. The right of the Association to assign the exclusive use of parking spaces in the Parking Area to each owner.

G. The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of members has been recorded.

H. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit Owner(s), including without limitation, encroachments caused by or resulting from the original construction of improvements; which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

I. The right of the Association to grant use rights in the recreation facilities situated upon the Common Open Space to members of other homeowners association(s) whereby the members of the homeowner(s) association(s) which have been granted the use of the recreation facilities shall pay a pro rata share of the cost of operation and maintenance of said recreational facilities. The pro rata share of the cost of operation and maintenance shall be based on the total number of housing units granted the right to use the recreational facilities.

J. The right of the Association, if required by the City of Palm Beach Gardens, to pave portions of the Common Open Space, which are

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graphically shown on Exhibit "B" attached hereto and made a part hereof for use as additional Parking Area. If additional Parking Area is required, the Association shall have the right to Special Assess all Lot Owners for the cost of construction.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Open Space, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Open Space shall be restricted to the following uses:

A. The Common Open Space, now and forever, shall be restricted hereby such that it shall be maintained as open space for the recreation, use and benefit of the Owners, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

B. The Private Drives, now and forever, shall be restricted such that they shall be used for the benefit of the Owners, their tenants, invitees and guests as and for the common access, ingress and egress and as an easement and right-of-way for the construction, operation and maintenance of utility services and drainage facilities. The Private Drives shall be kept free and clear of obstructions, except as is reasonable for construction, operation and maintenance of traffic and speed controls.

C. The Parking Area, now and forever, shall be restricted for the common use of all of the Owners and their invitees and guests as parking spaces for vehicles, subject to the assignment of parking spaces for the exclusive use of each Owner.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When

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more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class "B" member(s) shall be the Developer as defined in this Declaration, and shall be entitled to six (6) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) Six (6) years from the date of filing of this Declaration; or
- (c) At such time as the Class "B" member voluntarily relinquishes its right to vote.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain the Common Open Space, the roof of each Unit, the exterior paint of each Unit, and the lawn of each Lot as long as said lawn is not fenced/walled in nor improved by the planting of shrubbery or ground cover. (Said maintenance of a lawn only includes mowing and edging the lawn; it does not include irrigation or fertilization).

Section 2. Access - For the purpose of performing the maintenance authorized by this Article and Article X hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) or the exterior of any improvements thereon, at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within The Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to

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the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with costs and reasonable attorneys' fees, shall also be the personal obligation of the person who as the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Project and for the improvement and maintenance of the Common Open Space, the roof of each Unit, the exterior paint of each Unit, and the lawn of each Lot, so long as the lawn is not fenced/walled in nor improved by the planting of shrubbery or ground cover (maintenance of a lawn includes mowing and edging the lawn only, it does not include irrigation or fertilization).

Section 3. Developer's Assessment Guaranty. The Developer guarantees to initial purchasers of Units in the Project that the monthly assessments due from such purchasers as Owners of Units in the Project for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by the Developer during the calendar year in which the Developer conveys the first Unit in the Project and thereafter will not exceed 115% of the amount assessed to such purchasers during the prior year each year thereafter. This guaranty shall be in force only until the earlier of: (i) the date upon which a majority of the Board of Directors of the Association are elected by Unit Owners other than the Developer, or (ii) such earlier date as Developer elects to terminate this guaranty and pay its proportional share of assessments for common expenses of the Association based upon the number of Units owned by the Developer. During the period of time this guaranty is in force and effect, the Developer, as owner of such Units as are owned by it, shall be relieved from the obligation of paying its pro rata share of assessments for common expenses of the Association, but instead shall be obligated to pay to the Association all sums in excess of sums due

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from all Unit Owners other than the Developer which are necessary to pay the actual expenses of the Association.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through its Board of Directors, 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, repaving, repair or replacement of a capital improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, based upon a fraction, the numerator of which is 1 and the denominator of which shall be the number of lots subject to assessments, subject to Section 3 hereof.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first Lot and Unit thereon by Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

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The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the highest rate allowable by law, per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarterly payments over a period of not less than ten (10) years and shall be subordinate to any mortgage held or insured by an Institutional Mortgagee regardless of the period of amortization. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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ARTICLE VI

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation Without Association Approval. Additional lands within the area described in Exhibit "C" attached hereto may be annexed by the Developer in whole or in part without the consent of members within six (6) years of the date of this instrument: The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of the County in which the land to be annexed is located, of an amendment hereto properly executed by the Developer and without the consent of members. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the annexed lands, nor shall this Declaration constitute a cloud or encumbrance on the title of said annexed lands.

ARTICLE VII

OTHER ANNEXATION OF PROPERTY

Residential property and Common Open Space may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of the County in which the land to be annexed is located.

ARTICLE VIII

PLATTING AND SUBDIVISION RESTRICTIONS

As long as there is a Class "B" membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Project, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property without the consent or approval of Lot Owners.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project nor shall any exterior addition or change or alteration therein including a change of the building exterior paint color, be made nor shall any improvements be made within the individual's lot line

or property line (the planting of trees, shrubbery or ground cover in said Lot shall not require prior approval) until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits. This Article shall not apply to any structures built by, on behalf of and/or sold by Developer, its successors and assigns.

In addition to the approvals required herein, an approval of the Architectural Control Committee appointed by the Board of Governors of the PGA Property Owners Association, Inc. is required in accordance with the By-Laws of said corporation.

ARTICLE X

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot in the properties shall fail to maintain the exterior of his premises, and the improvements other than the roof and exterior painting of a Unit maintained by the Association situated thereon, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the owner(s) of the Lot.

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ARTICLE XI

UTILITY SERVICE

Developer hereby dedicates certain portions of the Project through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties. Additional easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

ARTICLE XII

PARTY WALLS

Section 1. Each wall which is built as a part of the original construction of the Units within a grouping of attached Units and placed on the dividing line between two or more Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. As used herein, "Owner" or "Owners" shall mean the record owners of title to a Unit subject to these restrictions.

ARTICLE XIII

CONVEYANCE OF COMMON OPEN SPACE TO ASSOCIATION

As such time as Developer conveys title to ninety percent (90%) of the Lots developed in the Project by Developer (and subject to the provisions hereof), or such earlier time as Developer elects, Developer shall convey title to the Common Open Space to the Association, which shall be obligated to accept such conveyance.

ARTICLE XIV

PGA NATIONAL DEVELOPMENT

Section 1. PGA Property Owners Association, Inc. Each Unit Owner shall automatically and immediately upon acquisition of title to a Unit become a member of PGA Property Owners Association, Inc., a Florida corporation not-for-profit, which is the Property Owners Association for the entire PGA National Development.

Section 2. PGA Covenants. In addition to the provisions contained herein, the Units and the Project are subject to all the terms contained in the PGA National Declaration of Covenants and Restrictions as recorded in Official Records Book 3085, Page 777 et.seq., Public Records of Palm Beach County, Florida, as amended from time to time, and to the Articles of Incorporation and By-Laws of the PGA Property Owners Association, Inc.

Section 3. Right of First Refusal. As provided in the PGA National Declaration of Covenants and Restrictions, the PGA Property Owners Association has the right of first refusal to purchase any property sold within the project.

Section 4. Approval Required to Lease or Transfer Units. As provided in the PGA National Declaration of Covenants and Restrictions, the lease or transfer of each Unit in the Project shall be subject to the prior written approval of PGA Property Owners Association, Inc.

Section 5. Assessments. As provided in the PGA National Declaration of Covenants and Restrictions, the PGA Property Owners Association, Inc. shall levy and collect an annual assessment, special assessments and individual assessments from each Unit Owner.

Section 6. Lien. Each Unit Owner, by virtue of taking title to a Unit, agrees that to secure the Unit Owner's obligation to pay assessments to the PGA Property Owners Association, the PGA Property Owners Association, Inc. shall have a lien on each Unit and all tangible personal property located in each Unit in this Project as provided in the Articles of Incorporation, By-Laws and PGA National Declaration of Covenants and Restrictions.

Section 7. Covenants. Each Unit Owner, his heirs, successors and assigns, shall be bound by said PGA National Declaration of Covenants and Restrictions and the Articles of Incorporation and By-Laws of the PGA Property Owners Association, Inc. to the same extent and effect as if he had executed said documents for the purposes therein expressed, including but not limited to:

- (a) Subjecting all of his right, title and interest in his Unit and tangible personal property therein to the lien rights granted to the PGA Property Owners Association in said documents.
- (b) Adopting, ratifying, confirming and consenting to the execution of said documents by the Association.
- (c) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said documents.
- (d) Ratifying, confirming and approving each and every provision of said documents, and acknowledging that all of the terms and provisions thereof are reasonable.
- (e) The right of the Unit Owners, including members of their family and temporary residents in their Unit, and guests and invitees to use the facilities owned or to be owned by the PGA National Property Owners Association is as set forth and specified in said documents, and there shall be no such right of use unless specifically provided for therein.

Section 8. Not Part of Project. None of the facilities or properties owned by the PGA National Property Owners Association shall be deemed a part of the Project; however, all covenants, conditions, promises and obligations

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contained in the Articles of Incorporation, By-Laws and PGA National Declaration of Covenants and Restrictions and those contained in this Declaration and Exhibits attached hereto, where applicable or implied by law, are covenants running with the Land.

ARTICLE XV

RESTRICTIONS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be directed in any easement strip for fire fighting access purposes. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

Section 2. Wells and Septic Tanks. No individual wells will be permitted on any Lot within this Project, and no individual septic tanks will be permitted on any Lot within this Project. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Project in accordance with the standard requirements as provided for by the State Board of Health Regulations and the charge for said services, as set forth in the rate schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas,

pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Project, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Units build in this Project or any ancillary building.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 6. Pets. No animals, livestock, or poultry of any kind, other than common, traditional house pets (i.e., dogs or cats weighing no more than 25 pounds, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the Project which become an unreasonable nuisance or annoyance to other Owners, and (c) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the Common Open Space unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping or any such pet.

Section 7. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 8. Clotheslines. No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the Project, provided, however, that upon written request to the Board by a majority of the Owners of the Association, the Board may, upon its sole discretion, permit on a

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revocable basis the location of collapsible, retractable or umbrella type clotheslines or other equipment in the "back yard or patio" of the particular Unit whose Owner(s) have made such request.

Section 9. Barbecues. Barbecues may be located or permitted upon the back patio or yard of a Unit and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 10. Commercial and Recreational Vehicles. No boat, trailer, camper, golf cart or other type of recreational vehicle and commercial vehicle, including, but not limited to, trucks and vans, shall park or be parked at any time on the Lots or Common Open Space, unless it is a commercial vehicle in the process of being loaded or unloaded; and provided further that no vehicle which exceeds the dimensions of the garage of a Unit shall be permitted to park or be parked overnight on the Lots or Common Open Space. Notwithstanding the prior provision to the contrary, the Board may, in its sole discretion, designate portions of the Common Open Space for the parking of oversized commercial or recreational vehicles, trailers, campers, vans or boats.

Section 11. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on any part of the Common Open Space and Lots except in the garages of each Unit and except in accordance with the rules and regulations promulgated from time to time by the Board.

Section 12. Antenna and Aerials. No antenna or aerial of any type shall be placed upon a Unit or within a Lot.

Section 13. Litter and Garbage Collection. No articles of personal property shall be hung or shaken from the doors or windows of any Unit. No Owner shall sweep or throw from his Unit any dirt or other materials or litter in any way upon the Project. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Project except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the

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Unit but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

Section 14. Personal Property. No articles of personal property of Owners shall be placed on the Lot or the Common Open Space unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 15. Notices. No sign, advertisement, notice, lettering or descriptive design, shall be posted, displayed, inscribed or affixed to the exterior of a Unit or placed upon the Lot. Any sign, if allowed, shall be no larger than four (4) square feet. Developer may display any sign which it deems, in its sole discretion, is necessary.

Section 16. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the Project, no change in the elevation of such areas shall be made and no changes in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants, shrubs or trees upon their respective Lots.

In the event any Owner places additional shrubs or ground cover on either the front or back of his Lot, the Association shall no longer be responsible for mowing and maintaining the front or back of such Lot, as the case may be, and such Owner shall thereby assume responsibility for maintaining such portion of his Lot.

Section 17. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Project.

Section 18. Windows, Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building, and no foil, window tinting materials or shielding materials or devices shall be placed upon any windows or sliding glass doors which are part of his Unit, unless such awnings, canopies, shutters, foil, window tinting materials or shielding materials have been approved by the Board or the Architectural Control Committee, which approval

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may be based on the aesthetic appearance of the properties. The lining of all drapes or other window coverings shall be of a white or beige color.

Section 19. Utility Additions. No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Unit without the prior written consent thereto by the Board and all of the Owners within the block in which such Unit is located, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements, and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use of aesthetic appearance of the Project or any part or parts thereof are not impaired.

Section 20. Additions to Units; Fences. No Unit shall be enlarged by any addition thereto extending over any Unit or extended into the air space above the roof of a Unit or the planes thereof, including garages, porches, Florida rooms, or fences, without the prior written consent thereto from the Board or the Architectural Control Committee to such additions, provided the same are located within the lot of the Owner seeking such addition and provided same in the sole discretion of the Board or Architectural Control Committee do not damage or impair the aesthetic appearance of the Project.

Section 21. Improvements. No Owner shall make any additions, improvements or alterations to or remove any of the common structural elements, the exteriors of the Units or any part or parts thereof, including without limitation, the painting, staining or varnishing of the exteriors of the Units without the prior written approval thereof by the Board or Architectural Control Committee. Such approval may be withheld in the sole and absolute discretion of the Architectural Control Committee or Board. In all cases where painting, staining or varnishing the exterior of the Unit is to take place, it shall be the responsibility of the Association to authorize or appoint a contractor to perform such work.

Section 22. Casualties. In the event that a Unit or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Open Space are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of

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the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

Sect'. 23. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Common Open Space or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board or the Architectural Control Committee, and the Owner of such Unit.

Section 24. Disturbances. No owner shall make or permit any disturbing noises on any Lot or in any Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Unit between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other residents of the Project, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 8:00 a.m.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Execution of Documents Required by the City of Palm BEach Gardens and by Palm Beach County, Florida. The Developer's plan for the development of the Project may require from time to time the execution of certain documents required by the City of Palm Beach Gardens and/or Palm Beach County, Florida. To the extent that said documents require the joinder of any or all property owners in the Project, each of said Owners, by virtue of his acceptance of a deed to his Unit, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

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Section 2. Reservation of Right to Own, Install, Provide and Maintain a Closed Circuit Television System, Telecommunications System, a Master Antenna System and Community Antenna Television System (CATV Service).

A. Developer reserves and retains to itself, its successors and assigns: (i) the title to any closed circuit television system, telecommunications system, master antenna system, and related ancillary services and to the equipment including, but not limited to, conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Project and a perpetual easement for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive; and (ii) a perpetual easement for ingress to and egress from the Project to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and (iii) the right to connect the Central System to such receiving source as Developer may in its sole discretion feel appropriate, including, without limitation, companies licensed to provide the CATV service in Palm Beach County, for which service Developer, its successors and assigns or designees shall have the right to charge the Association and/or individual Unit Owners a reasonable fee not to exceed the maximum allowable charge for CATV service to single family residences as charged within the general vicinity.

B. The Unit Owners acknowledge that the Central System described in Subsection "A" above includes, but is not limited to the CATV services as well as the ancillary services which may include security; medical, smoke and fire alert; information retrieval and so forth. Such Central System is offered as part of Developer's endeavor to provide a total environment to the Unit Owners and enhance the "way-of-life" at the Project.

Section 3. Northern Palm Beach County Water Control District. Each Unit Owner shall be assessed a special drainage tax levied by the Northern Palm Beach County Water Control District for the payment of Court approved bonds to finance and maintain drainage systems and major arterial "loop roads" throughout the PGA National development. This tax shall be paid directly to the Palm Beach County Tax Collector and is separate and distinct from assessments paid to the Association, or the PGA Property Owners Association, Inc.

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Section 4. Enforcement. The Association, or any Owner shall, in addition to other remedies, have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of ninety (90%) percent or more of the Lots, and thereafter by an instrument signed by the Owners of seventy-five (75%) percent or more of the Lots. Notwithstanding the above, (a) the Developer shall have the right to amend this Declaration without the consent of any Owner and/or Mortgagees to clarify any ambiguities or conflicts, subject however, to the requirements, if appropriate, of approval by the County Attorney, and (b) Developer will have the right to amend this Declaration pursuant to Article VI without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 20th day of November, 19 84.

P.G.A. NATIONAL VENTURE, LIMITED

By: NATIONAL INVESTMENT COMPANY,
a Florida corporation,
as General Partner

Attest:

Marilyn Henderson
Marilyn Henderson,
Assistant Secretary

By:

Steven A. Hendrich
Steven A. Hendrich, President

LENNAR PALM BEACH, INC.

Attest:

M. J. Watt
Asst. Secretary

By:

Thermon
Vice President

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REALCOM VENTURE, a Florida General Partnership

By: REALCOM CORPORATION, its Managing Partner

Attest: Marilyn Henderson
Marilyn Henderson,
Assistant Secretary

By: Steven A. Tendrich
Steven A. Tendrich, President

STATE OF FLORIDA
COUNTY OF ~~DADE~~ Palm Beach

The foregoing Declaration was acknowledged before me this 23 day of November, 1984, by Steven A. Tendrich and Marilyn Henderson, the President and Assn't Secretary of NATIONAL INVESTMENT COMPANY, a Florida Corporation, on behalf of the Corporation.

Denise M. Johnson
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 6 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Declaration was acknowledged before me this 20th day of November, 1984, by SHERMAN KRONICK and MORRIS J. WATSKY, the Vice President and Assistant Secretary, respectively, of LENNAR PALM BEACH, INC., a Florida corporation, on behalf of the corporation.

Janet S. English
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1988
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF ~~DADE~~ Palm Beach

The foregoing Declaration was acknowledged before me this 23 day of November, 1984, by Steven A. Tendrich and Marilyn Henderson, the President and Assn't Secretary, respectively, of REALCOM CORPORATION, a Florida corporation, on behalf of the corporation, and as Managing Partner of Realcom Venture.

Denise M. Johnson
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 6 1987
BONDED THRU GENERAL INSURANCE UND

84406 P1066

84406 P1067

DESCRIPTION OF P.G.A. RESORT
COMMUNITY PLAT OF PRESTWICK CHASE

A parcel of land lying in Section 16, Township 42 South, Range 42 East, City of Palm Beach Gardens, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of P.G.A. Resort Community Plat No. 4, according to the plat thereof as recorded in Plat Book 40, Pages 100 through 193, Public Records, Palm Beach County, Florida, and the Northeast corner of P.G.A. Resort Community Plat of Devonshire, according to the plat thereof as recorded in Plat Book 44, Pages 181 & 182, Public Records, Palm Beach County, Florida, said point lying on the westerly right of way line of Ryder Cup Boulevard; thence with a radial bearing North 72° 35' 07" West run southerly along the easterly right of way line of Ryder Cup Boulevard along the arc of a curve concave to the northwest having a radius of 3241.64 feet and a central angle of 00° 21' 23" a distance of 22.16 feet to the Point of Beginning.

From the Point of Beginning run East a distance of 369.30 feet to a point; thence run South 45° 01' 00" East a distance of 50.0 feet to a point; thence run South 36° 24' 07" West a distance of 135.00 feet to a point; thence run South 29° 55' 09" West a distance of 122.00 feet to a point; thence run South 42° 50' 28" West a distance of 220.34 feet to a point; thence run South 42° 43' 08" East a distance of 337.62 feet to a point; thence run South 85° 40' 55" East a distance of 24.14 feet to a point; thence run South 40° 19' 05" West a distance of 110.00 feet to a point; thence run North 85° 40' 55" West a distance of 10.14 feet to a point of curvature; thence run along the arc of a curve concave to the north having a radius of 161.00 feet and a central angle of 16° 55' 12" a distance of 47.54 feet to a point; thence run South 21° 14' 17" West a distance of 81.46 feet to a point; thence run South 36° 30' 00" East a distance of 103.00 feet to a point; thence run South 53° 30' 00" West a distance of 22.63 feet to a point; thence run South 27° 20' 00" West a distance of 160.18 feet to a point; thence run North 62° 40' 00" West a distance of 23.70 feet to a point; thence run South 27° 20' 00" West a distance of 165.00 feet to a point on a curve on the easterly right of way line of Ryder Cup Boulevard with a radial bearing of North 43° 32' 52" East; thence run northerly along said right of way line on the arc of a curve concave to the east having a radius of 915.0 feet and a central angle of 68° 08' 02" a distance of 1088.08 feet to a point of reverse curvature; thence continuing on the easterly right of way line of Ryder Cup Boulevard run along the arc of a curve concave to the northwest having a radius of 3241.64 feet and a central angle of 30° 54' 38" a distance of 221.25 feet to the Point of Beginning.

Containing: 9.295 acres, more or less.

Subject to easements, restrictions, reservations and rights of way of record.

EXHIBIT "A"

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

P.G.A. PROJECT
LEGAL DESCRIPTION
HOUSING TRACT H34

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER SECTION CORNER OF SAID SECTION 16; THENCE BEAR NORTH 01°25'29" EAST ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 751.81 FEET; THENCE BEAR NORTH 25°34'31" WEST, A DISTANCE OF 504.92 FEET TO THE POINT OF BEGINNING;

THENCE BEAR SOUTH 53°35'33" WEST, A DISTANCE OF 430.38 FEET; THENCE BEAR SOUTH 35°15'24" EAST, A DISTANCE OF 65.31 FEET; THENCE BEAR SOUTH 56°52'16" WEST, A DISTANCE OF 54.49 FEET; THENCE BEAR SOUTH 83°15'32" WEST, A DISTANCE OF 250.00 FEET; THENCE BEAR NORTH 11°53'14" WEST, A DISTANCE OF 52.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1080.00 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°39'15", A DISTANCE OF 672.07 FEET TO THE END OF SAID CURVE; THENCE BEAR NORTH 47°32'29" WEST, TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 339.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 915.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°13'23", A DISTANCE OF 1105.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3241.64 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°54'38", A DISTANCE OF 221.25 FEET TO THE END OF SAID CURVE; THENCE BEAR SOUTH 90°00'00" EAST, NOT TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 369.30 FEET; THENCE BEAR SOUTH 45°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE BEAR SOUTH 36°24'07" WEST, A DISTANCE OF 135.00 FEET; THENCE BEAR SOUTH 29°55'09" WEST, A DISTANCE OF 122.00 FEET; THENCE BEAR SOUTH 42°58'28" WEST, A DISTANCE OF 220.34 FEET; THENCE BEAR SOUTH 42°43'08" EAST, A DISTANCE OF 337.62 FEET; THENCE BEAR SOUTH 85°40'55" EAST, A DISTANCE OF 226.81 FEET; THENCE BEAR SOUTH 46°23'23" EAST, A DISTANCE OF 697.24 FEET; THENCE BEAR SOUTH 33°01'26" EAST, A DISTANCE OF 429.37 FEET; THENCE BEAR SOUTH 14°30'51" EAST, A DISTANCE OF 192.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

Commencing at the Southeast corner of P.G.A. Resort Community Plat No. 4, according to the plat thereof as recorded in Plat Book 4, Pages 190 through 193, Public Records, Palm Beach County, Florida, and the Northeast corner of P.G.A. Resort Community Plat of Indemnity, according to the plat thereof as recorded in Plat Book 44, Pages 181 & 182, Public Records, Palm Beach County, Florida, said point lying on the easterly right of way line of Ryder Cup Boulevard; thence with a radial bearing North 72° 35' 07" West run southerly along the easterly right of way line of Ryder Cup Boulevard along the arc of a curve concave to the northwest having a radius of 3241.64 feet and a central angle of 00° 21' 23" a distance of 20.16 feet to the Point of Beginning.

From the Point of Beginning run East a distance of 369.30 feet to a point; thence run South 45° 0' 00" East a distance of 50.0 feet to a point; thence run South 36° 24' 07" West a distance of 135.00 feet to a point; thence run South 29° 55' 09" West a distance of 122.00 feet to a point; thence run South 42° 58' 28" West a distance of 220.34 feet to a point; thence run South 42° 43' 08" East a distance of 337.62 feet to a point; thence run South 85° 40' 55" East a distance of 226.81 feet to a point; thence run South 46° 19' 05" West a distance of 110.00 feet to a point; thence run North 85° 40' 55" West a distance of 10.14 feet to a point of curvature; thence run along the arc of a curve concave to the north having a radius of 161.00 feet and a central angle of 16° 55' 12" a distance of 47.54 feet to a point; thence run South 21° 14' 17" West a distance of 81.46 feet to a point; thence run South 36° 30' 00" East a distance of 103.00 feet to a point; thence run South 53° 30' 00" West a distance of 22.63 feet to a point; thence run South 27° 20' 00" West a distance of 160.18 feet to a point; thence run North 62° 40' 00" West a distance of 23.70 feet to a point; thence run South 27° 20' 00" West a distance of 165.00 feet to a point on a curve on the easterly right of way line of Ryder Cup Boulevard with a radial bearing of North 43° 32' 52" East; thence run northerly along said right of way line on the arc of a curve concave to the east having a radius of 915.0 feet and a central angle of 68° 08' 02" a distance of 1088.08 feet to a point of reverse curvature; thence continuing on the easterly right of way line of Ryder Cup Boulevard run along the arc of a curve concave to the northwest having a radius of 3241.64 feet and a central angle of 3° 54' 38" a distance of 221.25 feet to the Point of Beginning.

Containing: 9.295 acres, more or less.

Subject to easements, restrictions, reservations and rights of way of record.

THE UNDEVELOPED PARCEL

EXHIBIT "C"

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

B4406 P1069

ATTORNEYS' TITLE INSURANCE FUND, INC.

PALM BEACH BRANCH
2580 Metrocentre Boulevard, Suite 4
West Palm Beach, Florida 33407
407-640-3700
Fax: 407-640-9387

Cromwell Pfaffenberger et al
631 US Hwy 1, #410
North Palm Beach, Florida 33408

Date: December 28, 1995
File No.: 06-95-12794
County: Palm Beach
Reference: Frances...

Dear Mr. Griffin:

Pursuant to your request, we have searched the public records of Palm Beach County, Florida from March 27, 1985 at 8 am through December 19, 1995 at 11 pm to ascertain the following:

Looking for Restrictions and Amendments for Prestwick Chase, Plat Book 50, Page 181, of the Public Records of Palm Beach County, Florida.

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.

This search is prepared and furnished to provide only the above information. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000 under Sec. 627.7843, F.S.

Signed this 28th day of December, 1995.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Barbara Northern
Typist: mma



Authorized Signature: Barbara Northern

Rev. 0.1

ASSIGNMENT OF INTEREST OF DECLARANT AND DEVELOPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to be paid by Realcom Venture, a Florida general partnership, party of the second part, does hereby sell, transfer, assign and set over unto party of the second part all of the right, title and interest of Declarant and Developer under that certain Declaration of Condominium dated November 9, 1984, said Declaration having been recorded among the Public Records of Palm Beach County, Florida at O.R. Book 4406, page 1044 ("Declaration"). This Assignment also includes an assignment of all of first party's interest in all of Declarant's rights in the Declaration and in the Articles of Incorporation of Prestwick Chase Homeowners Association, Inc. and the By-Laws of such Association; the interest of the Declarant and Developer being assigned hereby by first party to second party shall be held by the second party, its successors and assigns forever.

This Assignment is made, executed and delivered in connection with that certain Agreement for Purchase and Sale and Third Amendment to Joint Venture Agreement dated December 4, 1986 by and between PGA National-Lennar Venture and Realcom Venture.

IN WITNESS WHEREOF, we have set our hands and seals this 18th day of February, 1986.

WITNESSES:

PGA NATIONAL-LENNAR VENTURE
BY: LENNAR PALM BEACH, INC.

BY:

Allan J. Pekor
Financial Vice President

BY: REALCOM VENTURE, a Florida
General Partnership

BY: REALCOM CORP., its Managing
General Partner

BY:

Steven A. Tendrich
President

STATE OF FLORIDA
COUNTY OF Dade

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Allan J. Pekor, Financial Vice President of Lennar Palm Beach, Inc. and that he severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 18th day of February, 1986.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 6 1988
ISSUED THIRD CENTRAL INSURANCE (INT)

This instrument prepared by
and should be returned to:
Dennis M. Solomon, Esq.
1555 Palm Beach Lakes Blvd.
Suite 1100
West Palm Beach, FL 33401

86 228490

8906 SEP -4 AM 8:25

9.60

B4993 P0071

STATE OF FLORIDA
COUNTY OF Dade

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Steven A. Tendrich, President of Realcom Corp., Managing General Partner of Realcom Venture, a Florida General Partnership, and that he severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 18th day of February, 1986.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 2 1987
RENEWED 12/21/86 GENERAL INVESTMENT BANK



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