

DECLARATION OF
COVENANTS AND CONDITIONS

THIS DECLARATION, made on the date hereinafter set forth by VETERANS VILLAGE EAST, INC., a Florida Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property, known as JUPITER VILLAGE PHASE III in Jupiter, County of Palm Beach, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant desires to provide for the maintenance, repair and replacement of certain property (hereinafter referred to as "Common Area") for the benefit of Declarant and "Owners" as hereinafter defined.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Phase III Association" shall mean and refer to JUPITER VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., their successors and assigns.

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

(a) Owner of a Lot upon which a "Villa" (as hereinafter defined) is constructed shall mean a "Villa Owner".

Section 3. "Properties" shall mean and refer to that certain property as described on Exhibit "A", and such additions and improvements thereon as may hereafter be built in JUPITER VILLAGE PHASE III.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) to be owned by the JUPITER VILLAGE COMMUNITY HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as "Community Association"), for the common use and enjoyment of the Owners, as described on Exhibit "B" attached hereto and made a part hereof.

Section 5. "Community Association", defined hereinabove, is a not for profit Florida corporation, one of whose present and continuing members is Phase III Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of JUPITER VILLAGE PHASE III with the exception of the Common Area.

(a) "Villa" shall mean a single story townhouse constructed upon a Lot.

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Section 7. "Roadways" shall mean the interior paved roadway system contained within the ingress-egress utility easement as described on Exhibit "C" and as recorded in Plat Book 40, at Page 103 of the Public Records of Palm Beach County, including, but not limited to, all improvements thereon and gutter systems adjacent or attached thereto.

Section 1. "Declarant" shall mean and refer to VETERANS VILLAGE EAST, INC. its successors and assigns.

ARTICLE II

PROPERTY RIGHTS AND DUTIES

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

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, the Articles of Incorporation and Bylaws of Phase III Association, and the Articles of Incorporation or any Bylaws of Community Association;

(b) The right of Phase III Association and of the Community Association to suspend voting rights and right to use of the recreational facilities which are part and parcel of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the rules and regulations adopted by the Community Association governing use and enjoyment of the Common Area;

(c) The right of the Community Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Community Association;

(d) Any and all restrictions covering JUPITER VILLAGE PHASE III;

(e) Easement Agreements as in Official Record Book 243, Page 273, Public Records of Palm Beach County, Florida;

(f) Restrictions as in Official Record Book 1782, Page 258, Public Records of Palm Beach County, Florida;

(g) Easement as in Official Record Book 2475, Page 1684, Public Records of Palm Beach County, Florida; and

(h) Developer Agreement as in Official Record Book 2836, Page 1542, as assigned in Official Record Book 2850, Page 102, Public Records of Palm Beach County, Florida.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Community Association, his right of enjoyment to the Common Area to the members of his family or his tenants.

Section 3. Ingress and Egress. An easement for ingress and egress is hereby reserved for pedestrian and vehicular traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Roadways for each Owner, his family, tenants, guests, invitees, employees and agents and for Phase III Association employees and agents and for public officials and employees and for all other persons who may use or travel on the Roadways for lawful purposes.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF PHASE III ASSOCIATION

Section 1. Membership. The members of the Phase III Association shall consist of all Owners. Membership is automatically conferred upon acquisition of a Lot, as defined in this Declaration, and as evidenced by the filing of a deed to such a Lot. Membership is an incident of ownership and is not separately transferable.

Section 2. Voting Rights. The Phase III Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When 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 said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. The Class B Member(s) shall be the Declarant, which shall be entitled to three (3) 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: (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (2) on May 31, 1981.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF PHASE III ASSOCIATION

Section 1. Maintenance of Common Area. Phase III Association, as set forth herein and in any other recorded restrictions, shall be responsible for its PRO RATA SHARE of the cost of maintenance, management and control of the Common Area and all improvements thereon, and shall contribute its pro rata share to keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 2. Maintenance of Roadways. Phase III Association, as set forth herein and in any other recorded restrictions, shall be responsible to the Community Association for the actual or projected cost of maintenance, repair and replacement of the roadways.

Section 3. Right of Entry. Phase III Association and the Community Association are hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge their duties of maintenance and repair or for any other purpose reasonably related to the Phase III Association's performance or the Community Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times, except in emergencies.

Section 4. Decorative Identification Sign. The Community Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign indicating the entrance to JUPITER VILLAGE PHASE I, and all future similar signs, for which the Phase III Association shall contribute its PRO RATA SHARE.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Phase III Association: (1) Annual assessments as herein-after defined; (2) Special assessments, not otherwise herein contained, against any particular Lot which are established, pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorpor-

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ation and Bylaws of Phase III Association or of the Community Association for capital improvements; and (3) All excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title, only if expressly assumed by said successors.

Section 2. Purpose of Assessments. The assessments levied by the Phase III Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, of decorative identification sign(s), existing now or in the future, and of the Roadways by the Community Association. To effectuate the foregoing purposes, an annual assessment shall be levied by the Phase III Association, in accordance with the Articles of Incorporation and Bylaws of the Community Association, to provide and be used for the improvement and maintenance of the Common Areas, the above cited decorative sign(s) and the Roadways and all other general operations of the Community Association.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Ten (\$110.00) Dollars per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the first Lot, except that there shall be no annual assessment or special assessment on Lots where the Phase III Association has received assessment revenue in excess of ten (10%) percent of its current operating or capital expenses determined in accordance with generally acceptable accounting principles. 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 amount 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. The due dates shall be established by the Board of Directors. The assessments, at the election of the Phase III Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Phase III Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Phase III Association as to the status of assessments on a lot is binding upon the Phase III Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of Phase III Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Phase III Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot, or both. An election hereunder shall not be a waiver of any right or other rights Phase III Association may have either in law or equity. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of

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any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, 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 assessments thereafter becoming due or from the lien thereof.

Section 7. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Phase III Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all the costs, and expenses of such foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Phase III Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Phase III Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, Phase III Association may, in its discretion, obtain a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 8. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall agree to waive any and all possible defenses of homestead protection in an action for the foreclosure of the lien for sums assessed pursuant to this Declaration.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants and Conditions, it shall be lawful for Owners or Phase III Association:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Conditions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants or Conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, Phase III Association, their grantees, successors or assigns, to enforce any Covenant, Condition or any other obligation; right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

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Section 3. Severability. Invalidation of any one of these conditions, and 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 4. Annexation. Additional residential real property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of Phase III Association.

Section 5. VA Approval. As long as Declarant maintains control of the Phase III Association, the following actions will require the prior approval of the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants and Conditions.

Section 6. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of the Covenants and Conditions or under the provisions of the Plat for so long as Declarant owns no less than thirty-three and three-tenths (33.3%) percent of the Lots or until May 31, 1981, whichever is earlier. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7. Declarant's Rights. Declarant reserves and shall have the right to amend by recorded instrument this Declaration for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein, with the prior approval of the Veterans Administration.

Section 8. Term and Amendment. The Covenants and Conditions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same 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 not less than ninety (90%) percent of the Owners, and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment which would affect the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of the South Florida Water Management District. All amendments shall be certified and recorded among the Public Records of Palm Beach County, Florida.

Section 9. Additional Covenants. No property Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of SEPTEMBER, 1980.

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Signed, Sealed and Delivered in the presence of:

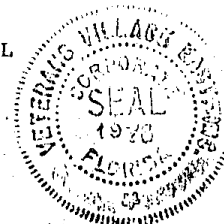
[Signature]
Annette Lopez

VETERANS VILLAGE EAST, INC.

BY: [Signature]

Vice-President

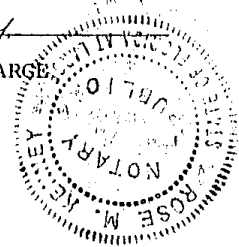
CORPORATE SEAL



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing was acknowledged before me this 19 day of Sept, 1990, by Arlin J. Deel Vice President of VETERANS VILLAGE EAST, INC., a Florida Corporation, on behalf of the Corporation.

Rose M. Henry
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires: _____
Bonded by American Fire & Casualty Company

This is not a certified copy

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This Instrument Prepared By:

Peter S. Sachs, Esquire
SACHS & WEISS, P. A.
Suite 402 - Interstate Plaza
1499 West Palmetto Park Road
Boca Raton, Florida 33432

A parcel of land in the Northeast Quarter (NE 1/4) of Section 10, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the North quarter corner of said Section 10, bear S 0°03'42" E along the North-South quarter section line of said Section 10, a distance of 2017.35 feet to the Southwest corner of Jupiter Village Phase II, a plat recorded in Plat Book 39, Pages 182-185 Records of Palm Beach County, Florida, and the POINT OF BEGINNING of the herein described parcel.

Proceed thence along the South line of said Plat of Jupiter Village Phase II, S 88°58'48" E, a distance of 264.37 feet, to the point of curvature of a curve concave to the Southwest having a radius of 570.00 feet; thence Southeasterly along the arc of said curve through a central angle of 18°50'42" a distance of 187.48 feet to the point of tangency of said curve; thence S 70°08'00" E, a distance of 559.30 feet; thence S 19°52'00" W, a distance of 552.17 feet to a point on the South line of the Northeast quarter of said Section 10; thence S 87°41'47" W, along said South line a distance of 786.05 feet; thence N 00°03'42" W, along the West line of said Northeast quarter and the center line of Central Boulevard a distance of 779.52 feet to the POINT OF BEGINNING.

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EXHIBIT A

A parcel of land lying in the Northeast Quarter of Section 10, Township 41 South, Range 42 East being more particularly described as follows:

From the North Quarter corner of said Section 10 bear S 0°03'42" E along the West line of said Northeast Quarter a distance of 1279.88 feet, thence N 89°56'18" E a distance of 60.00 feet; thence S 68°18'42" E a distance of 580.00 feet to the point of compound curvature of a curve concave to the Southeast having a radius of 50 feet and whose center bears S 44°18'42" E, said point also being the POINT OF BEGINNING. Proceed thence Northeasterly along the arc of said curve through a central angle of 44°15'00" a distance of 30.62 feet; thence N 89°56'18" E a distance of 325.00 feet to the point of curvature of a curve concave to the Northwest having a radius of 70.00 feet; thence Northeasterly along the arc of said curve through a central angle of 77°30'00" a distance of 94.68 feet; thence N 12°26'18" E a distance of 35.00 feet, to the point of curvature of a curve concave to the Southwest having a radius of 175.00 feet; thence Northwesterly along the arc of said curve through a central angle of 106°15'00" a distance of 324.52 feet; thence S 86°11'18" W, a distance of 50.00 feet to the point of curvature of a curve concave to the Northeast having a radius of 50.00 feet; thence Northwesterly along the arc of said curve through a central angle of 72°00'00" a distance of 62.83 feet; thence N 21°41'42" W a distance of 140.00 feet to the point of curvature of a curve concave to the Southeast having a radius of 50.00 feet; thence Northeasterly along the arc of said curve through a central angle of 88°30'00" a distance of 77.23 feet; thence N 66°41'18" E a distance of 90.00 feet to the point of curvature of a curve concave to the Southwest having a radius of 50.00 feet; thence Southeasterly along the arc of said curve through a central angle of 85°30'00" a distance of 74.61 feet to the point of reverse curvature of a curve concave to the North having a radius of 125.00 feet; thence Northeasterly along the arc of said curve through a central angle of 105°36'18" a distance of 230.39 feet; thence N 46°35'00" E a distance of 154.73 feet to the point of curvature of a curve concave to the Southeast having a radius of 150.00 feet; thence Northeasterly along the arc of said curve through a central angle of 58°31'00" a distance of 153.20 feet; thence S 74°54'00" E a distance of 199.04 feet to the point of curvature of a curve concave to the Southwest having a radius of 100.00 feet; thence Southeasterly along the arc of said curve through a central angle of 64°34'00" a distance of 112.69 feet; thence S 10°20'00" E a distance of 70.74 feet to the point of curvature of a curve concave to the Northeast having a radius of 75.00 feet; thence Southeasterly along the arc of said curve through a central angle of 86°10'00" a distance of 112.79 feet; thence N 83°30'00" E a distance of 237.99 feet to a point on a curve concave to the West having a radius of 540.00 feet and whose center bears N 89°16'23" W; thence Southwesterly along the arc of said curve through a central angle of 10°53'30", a distance of 102.65 feet; thence S 83°30'00" W a distance of 254.92 feet to the point of curvature of a curve concave to the Northeast having a radius of 140.00 feet; thence Northwesterly along the arc of said curve through a central angle of 45°37'27" a distance of 111.48 feet to the point of reverse curvature of a curve concave to the South having a radius of 50.00 feet; thence Southwesterly along the arc of said curve through a central angle of 78°17'27" a distance of 68.32 feet; thence S 50°58'00" W a distance of 195.05 feet to the point of curvature of a curve concave to the East having a radius of 50.00 feet; thence Southeasterly along the arc of said curve through a central angle of 87°20'00" a distance of 76.21 feet; thence S 36°30'00" E a distance of 339.86 feet to the point of curvature of a curve concave to the Northwest having a radius of 156.00 feet; thence South-Easterly, Westerly and Northwesterly, along the arc of said curve through a central angle of 187°34'13" a distance of 510.70 feet to the point of reverse curvature of a curve concave to the Southwest having a radius of 145.00 feet; thence Northwesterly along the arc of said curve through a central angle of 41°12'13" a distance of 104.28 feet; thence N 70°00'00" W a distance of 623.92 feet to the point of curvature of a curve concave to the Northeast having a radius of 17.00 feet; thence Northerly along the arc of said curve through a central angle of 145°49'18" a distance of 34.36 feet to the POINT OF BEGINNING.

Said herein described parcel containing 13.297 Acres.

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Legal description of a 40.00 foot Access and Utility Easement lying in the Northeast Quarter of Section 10, Township 41 South, Range 42 East in Jupiter Village, Phase III, as recorded in Plat Book 40, Pages 103 and 104, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

From the North quarter of said Section 10, bear S 0°03'42" E, along the North-South quarter of section line of said Section 10, a distance of 2017.39 feet to the Northwest corner of said Plat of Jupiter Village Phase III, thence along the North line of said Plat S 88°58'42" E, a distance of 264.37 feet to the point of curvature of a curve concave to the Southwest having a radius of 570.00 feet; thence Southeasterly, still along the North line of said plat of Jupiter Village Phase III and along the arc of said curve, through a central angle of 18°50'42" a length of 187.48 feet to the point of tangency of said curve; thence S 70°08'00" E, still along the Northerly line of said Plat of Jupiter Village Phase III, a distance of 169.18 feet to the centerline of said 40.00 foot Access and Utility Easement and the Point of Beginning of the herein described parcel of land; thence continue S 70°08'00" E, a distance of 50.00 feet; thence S 64°52'00" W, a distance of 35.36 feet; thence S 19°52'00" W, a distance of 53.00 feet; thence S 25°08'00" W, a distance of 35.36 feet; thence S 70°08'00" E, a distance of 182.12 feet to the point of curvature of a curve concave to the Southwest having a radius of 65.00 feet; thence Southeasterly along said arc through a central angle of 90°00'00" a distance of 102.10 feet to the point of tangency; thence S 19°52'00" W, a distance of 277.94 feet to the point of curvature of a curve concave to the Northwest having a radius of 65.00 feet (said point hereinafter referred to as Point "A"); thence Southwesterly along said arc through a central angle of 67°49'47" a distance of 76.95 feet to the point of tangency; thence S 87°41'47" W, a distance of 445.45 feet to the point of curvature of a curve concave to the Northeast having a radius of 65.00 feet; thence Northwesterly along the arc of said curve through a central angle of 92°14'31" a distance of 104.65 feet to the point of tangency; thence N 0°03'42" W a distance of 440.13 feet to the point of curvature of a curve concave to the Southeast having a radius of 65.00 feet; thence Northerly along said arc through a central angle of 91°05'00" a distance of 103.33 feet to the point of tangency; thence S 88°58'42" E, a distance of 33.16 feet to the point of curvature of a curve concave to the South having a radius of 467.00 feet; thence Easterly along said arc through a central angle of 18°50'42" a distance of 153.60 feet to the point of tangency; thence S 70°08'00" E, a distance of 119.18 feet; thence N 64°52'00" E, a distance of 35.36 feet; thence N 19°52'00" E, a distance of 53.00 feet; thence N 25°08'00" W, a distance of 35.36 feet to a point in the aforementioned North line of Phase III; thence S 70°08'00" E, a distance of 50.00 feet to the Point of Beginning.

Less however the following described parcel of land; from the Point of Beginning of the last described parcel run S 19°52'00" W, a distance of 123.00 feet; thence N 70°08'00" W, a distance of 15.88 feet; thence S 19°52'00" W, a distance of 20.00 feet to the Point of Beginning of the herein described parcel of land; thence S 70°08'00" E, a distance of 248.00 feet to the point of curvature of a curve concave to the Southwest having a radius of 25.00 feet; thence Easterly along said arc through a central angle of 90°00'00" a distance of 39.27 feet to the point of tangency; thence S 19°52'00" W, a distance of 144.34 feet; thence S 64°52'00" W, a distance of 35.36 feet; thence N 70°08'00" W, a distance of 401.30 feet to the point of curvature of a curve concave to the Southwest having a radius of 232.66 feet; thence Westerly along said arc through a central angle of 18°50'42" a distance of 76.52 feet to the point of tangency; thence N 88°58'42" W, a distance of 30.43 feet; thence N 44°31'12" W, a distance of 35.02 feet; thence N 0°03'42" W, a distance of 144.37 feet to the point of curvature of a curve concave to the Southeast having a radius of 25.00 feet; thence Northeasterly along the arc of said curve through a central angle of 91°05'00" a distance of 39.74 feet to the point of tangency; thence S 88°58'42" E, a distance of 33.16 feet to the point of curvature of a curve concave to the South having a radius of 427.00 feet; thence Easterly along said arc through a central angle of 18°50'42" a distance of 104.44 feet to the point of tangency; thence S 70°08'00" E, a distance of 153.30 feet to the last mentioned Point of Beginning.

B3378 P0277

Less however the following described parcel of land; from the aforementioned Point "A" run N 70°08'00" W, a distance of 40.00 feet to the point of curvature of a curve concave to the Southeast having a radius of 25.00 feet; said point of curvature being also the Point of Beginning of the herein described parcel of land; thence Southwesterly along the arc of said curve through a central angle of 67°49'47" a distance of 29.60 feet; thence S 82°41'47" W, a distance of 445.45 feet to the point of curvature of a curve concave to the Northeast having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of 92°14'31" a distance of 40.25 feet to the point of tangency; thence N 0°03'42" W, a distance of 205.75 feet; thence N 45°28'48" E, a distance of 35.69 feet; thence S 88°58'42" E, a distance of 28.73 feet to the point of curvature of a curve concave to the South having a radius of 192.66 feet; thence Easterly along the arc of said curve through a central angle of 18°50'42" a distance of 63.37 feet to the point of tangency; thence S 70°08'00" E, a distance of 401.30 feet; thence S 25°08'00" E, a distance of 35.36 feet; thence S 19°52'00" W, a distance of 43.60 feet to the Point of Beginning.

THIS IS NOT A CERTIFIED COPY

B3378 P0278

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

EXHIBIT C