

**ANDROS ISLE PROPERTY
OWNERS ASSOCIATION, INC.**

Governing Documents

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.
Governing Documents

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39. **Amendment** to Declaration – 11/22/2002
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Neighborhood "B"

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11. Articles of **Amendment** to Articles – 4/17/1998
 10. **Articles** of Incorporation of Andros Isle Property Owners Association, Inc. – 4/17/1998
 9. Certificate of Recording **Amendment** to the Bylaws – 11/22/2022
 8. **Amendment** to the Bylaws – 11/22/2002
 7. **By-Laws** of Andros Isle Property Owners Association, Inc. – 4/17/1998
 6. Architectural Control Committee (**ACC**) Project Application Forms – 3/1/2023
 5. Rules & Regulations
 4. Outparcel Design Guidelines – 4/17/1998
 3. Designation of Builder – 5/303/2002
 2. Designation of Builder – 6/4/1998
 1. Plats



CFN 2013054897B
OR BK 26532 PG 1193
RECORDED 12/30/2013 14:36:33
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1193 - 1194; (2pgs)

This instrument was prepared by:
Scott C. Gherman, Esquire
Scott C. Gherman, PA
151 N.W. 1st Ave
Delray Beach, Florida 33480

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle. The amendments were approved by written consent in lieu of a meeting pursuant to §617.0701(4)(a), Florida Statutes. The original Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle is recorded in Official Records Book 10346, at Page 235, et seq. Public Records of Palm Beach County, Florida

DATED this 30th day of December, 2013

WITNESSES:

1. Sign [Signature]
Print Jessica Cleary
2. Sign [Signature]
Print PAULA DAVIS

ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
Paula Peitz, President

Attest: [Signature]
Secretary
Print Name Sydney G Zudekoff

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Paula Peitz, President of Andros Isle Property Owners Association, Inc., and Sydney Zudekoff, Secretary, known to me to be the individuals who executed the foregoing instrument and acknowledgement to and before me that she executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 30th day of ~~here to this~~ day of December, 2013,



NOTARY

Sign [Signature]
Print Laurie J. Briggs
State of FL at Large
My Commission Expires

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE**

In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle ("Declaration"), the By-Laws of Andros Isle Property Owners Association, Inc., Chapter 720, Florida Statutes and pursuant to Section 617.0701(4)(a), Florida Statutes, the Declaration is amended as follows:

(Words underlined are added and words ~~lined through~~ are deleted).

1. Article VI, Section J of the Declaration is amended as follows:

The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, together with all sums due thereunder, held by a Mortgagee, which Mortgage was recorded in the public records of the County prior to the date that the notice of an Assessment Charge was first recorded against the Lot or Outparcel, except that a first Mortgagee whose Mortgage was recorded after the effective date of this amendment, or where it is deemed legally to be liable, shall be responsible for paying the lesser of 12 months of assessments or 1% of the original mortgage, or any other amount allowable by law, upon taking title to a Lot or Living Unit at a foreclosure sale or by a deed-in-lieu of foreclosure. The sale or transfer of any Lot or the Outparcel Owner, shall not affect the Assessment Charge; however, the sale or transfer of any Lot or the Outparcel Owner, pursuant to foreclosure of a Mortgage or a deed-in-lieu of foreclosure thereof shall extinguish the lien of an Assessment charge as to payments which became due prior to such foreclosure sale so long as the Association was properly joined therein. No sale or transfer shall relieve the transferee of such Lot, or Outparcels(s) from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner (or the representative Outparcel Owners) responsible for such payments from such Owner's and Outparcel Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage. The exceptions to pay past due assessments provided in this section to Mortgagees shall not be deemed to apply to any third-party who takes title to a Lot or Living Unit at a foreclosure sale or by deed-in-lieu of foreclosure. All third-party purchasers at a foreclosure sale or of deed-in-lieu of foreclosure shall be jointly and severally liable with the former Owner(s) for any past due assessments, interest, late fees, attorney's fees and costs.

2. Article VIII, Section A.3 of the Declaration is amended to add the following paragraph:

No lease, sale or other transaction will be authorized unless and until all outstanding financial obligations owed by the Owner of the Lot or Living Unit shall be brought current, including but not limited to, any unpaid assessments, fines or other monetary obligations owed to the Association.

Exhibit A:



Prepared By and Return to:
Joel D. Kopelman, Esq.
Navon, Kopelman & Lavin, P.A.
2699 Stirling Road, Suite B-100
Ft. Lauderdale, FL 33312

11/22/2002 11:40:32 20020617094
OR BK 14426 PG 1630
Palm Beach County, Florida

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE AND THE BYLAWS OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE AND THE BYLAWS OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC. ("Amendment") is made as
of the 19 day of November, 2002, by ANDROS ISLE LIMITED PARTNERSHIP, a
Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite
220, 448 Viking Drive, Virginia Beach, Virginia 23452.**

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Declaration of Covenants,
Conditions, Restrictions and Easements for Andros Isle which was recorded April 17, 1998 in
Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida,
and all amendments thereto (collectively the "Declaration"); and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with
Article XII, Paragraph I of the Declaration, without the approval of any other party; and

WHEREAS, the Declarant has the right to amend the Bylaws ("Bylaws") of Andros Isle
Property Owners Association, Inc., a Florida not for profit corporation ("Association") in
accordance with Section A of Article XIII of the Bylaws;

WHEREAS, the Declarant has deemed it necessary to amend the Declaration to correct
certain scrivener's errors in the Declaration, amend certain other provisions of the Declaration,
and amend certain provisions of the Bylaws.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration
and Bylaws, the Declarant hereby amends the Declaration and Bylaws as follows:

\\host\jdk\Andros\amendment to declaration.03.wpd

1. The foregoing recitations are true and correct are incorporated herein by reference. Defined terms in the Declaration and/or Bylaws shall have the same meaning in this Amendment, unless the context otherwise requires.
2. Article IV, Section I of the Declaration entitled "Use of Property Name" is hereby amended by adding thereto the following:

At such time as the Declarant is no longer entitled to elect a majority of the Board of Directors of the Association, the Association and the Builders within the Property shall be entitled to make use of the name "ANDROS ISLE".

3. Article VI, Section K, subsection 5 of the Declaration is hereby amended by deleting therefrom the following sentence:

Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved as a Minor Amendment as described in the Articles.

4. Article VII, Section B of the Declaration is hereby amended by adding thereto a subsection 9 as follows:

9. Board Review and Approval. Any new or modified procedures, standards or guidelines enacted or promulgated by the ACC and any variance to the architectural provisions of this Declaration or the ACC procedures, standards or guidelines shall be subject to approval by the Board. The Board, in its sole discretion, may require that the final decision in one, all, or specified type or class of ACC approvals be made by the Board and that the ACC review and decision in such matters will be advisory to the Board.

5. Article VIII, Section A, subsection 8 of the Declaration entitled "Signs" is hereby deleted in its entirety and amended by substituting in its place the following:

8. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than two (2) square feet advertising such Lot for sale or rent, and such sign is first approved by the ACC. The foregoing restrictions shall not apply to the Declarant or any designee of the Declarant or any Builder during the period of time that the Declarant or its designees or a Builder are constructing improvements or marketing Residences within Andros Isle. The restrictions set forth in this subsection 8 shall not interfere with the rights set forth in Article IV, Paragraph J of the Declaration as created pursuant to the Amendment to the Declaration recorded in Official Records Book 13512, Page 1297 of the Public Records of Palm Beach County, Florida.

6. Article XII, Section D, subsection 5 of the Declaration is hereby deleted in its place is substituted the following:

5. Fines shall be paid within thirty days after receipt of notice of their imposition and such fine shall be deemed a Lot Assessment pursuant to Article VI Section E. of this Declaration.
7. Section B of Article IV of the By-Laws of the Association is hereby deleted in its entirety and amended by substituting in its place the following Section B:
- Section B. Method of Nomination and Election. Until Turnover (as more fully defined in the Declaration and the Articles) the Board shall consist of Directors appointed by the Class B Member. The Members of the Board of Directors to be elected by the Class A Members shall be elected by written ballot. Candidates for election may file a petition of candidacy at least one week before the annual meeting. Alternatively, nominations may be made from the floor by Members at said meeting.
- Elections shall be determined by a plurality of those votes cast. There shall be no quorum requirement; provided however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Member shall permit any other person to vote his or her ballot and any such ballots improperly cast shall be deemed invalid, except that a Member's proxy can vote the Member's ballot. The regular election shall occur on the date of the annual meeting. Only those Members owning the specified type of Residence shall have the right to vote for the Directors representing such type of Residence. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates have filed petitions for candidacy or have been nominated to run than vacancies exist on the Board. After turnover, the Directors shall establish a method for staggering the terms of the Directors.
8. Except as modified by this Amendment, the Declaration and Bylaws as previously amended, shall remain in full force and effect.

[Signature page to follow]

BOOK 14426 PAGE 1633
Dorothy H. Wilken, Clerk

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

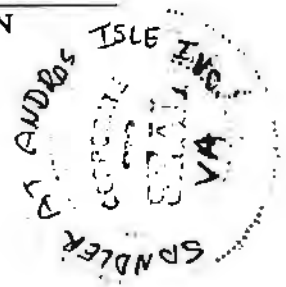
ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Hona Matteson
Print Name: Bona O. Matteson

By: *[Signature]*
Name: NATHAN D. BENSON
Title: Vice President

Kristen P. McInzle
Print Name: KRISTEN P. MCINZLE



COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation as the general partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced _____ as identification, and who has executed the foregoing instrument on behalf of the corporation partnership for the purposes expressed therein.

WITNESS my hand and official seal this 19th day of November, 2002.

My commission expires: 8/31/06.

Debra A. Dietz
Notary Public, State of Virginia
Print Name: DEBRA A. DIETZ





03/18/2002 11:10:32 20020139485
 OR BK 13512 PG 1297
 Palm Beach County, Florida

Prepared By and Return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Ft. Lauderdale, FL 33312

**AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR ANDROS ISLE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE ("Amendment") is made as of the 8 day of mar, 2002, by **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite 220, 448 Viking Drive, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle which was recorded April 17, 1998 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, and all amendments thereto (collectively the "Declaration"); and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with Article XII, Paragraph I, of the Declaration, without the approval of any other party; and

WHEREAS, the Declarant has deemed it necessary to amend the Declaration.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct are incorporated herein by reference. Defined terms in the Declaration shall have the same meaning in the Amendment, unless the context otherwise requires.
2. Article IV of the Declaration is amended by adding thereto paragraph J as follows:

\\H071\jdk\Andros\amendment to declaration of covenants 02.scd

- J. Declarant Use of Property and Common Property. Notwithstanding anything in this Declaration to the contrary, the Declarant and/or its nominees shall have the right to enter into and transact on the Property and on such portions of the Common Property, including, but not limited to, the Recreational Property any business necessary to advertise or market the Residences to be constructed within the Property and transact business on the Property, including but not limited to the right to maintain a sales office and/or service office and place signs, banners or flags in such locations as determined by the Declarant and or its nominees, employ sales or marketing personnel, use the Common Property and show the Property or Common Property to potential buyers of Residences. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such sales office and/or service office, signs, banners or flags or other items pertaining to the advertising, marketing or selling of the Residences shall not be considered a part of the Association's property and shall remain the property of Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in this Declaration may be assigned in writing by the Declarant in whole or in part. The rights of Declarant under this paragraph J shall terminate on the sale of all Residences to be constructed within the Property to Owners (other than Builders) or upon such earlier date as determined by Declarant by written notice from the Declarant or its nominee's to the Association of such voluntary relinquishment.

- 3. Except as modified by this Amendment, the Declaration as previously amended shall remain in full force and effect.

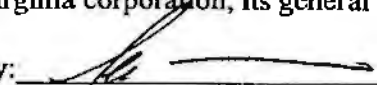
IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

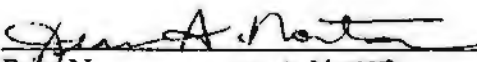
Signed, sealed and delivered
in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a
Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a
Virginia corporation, its general partner


Print Name: Rena O. Matteson

By: 
Name: Nathan D. Benson
Title: President


Print Name: Jean A. Norton

\\NOST\jdk\Andros\amendment to declaration of covenants.02 wpt

COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Nathan Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the general partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 3 day of MAR, 2002.

My commission expires:

My Commission Expires November 09, 2001

Jean A. Norton
Notary Public, State of Virginia
Print Name Jean A. Norton



CERTIFIED COPY



03/07/2002 11:58:49 20020122834
 OR BK 13483 PG 0837
 Palm Beach County, Florida

Prepared By and Return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Ft. Lauderdale, FL 33312

**AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR ANDROS ISLE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE ("Amendment") is made as of the 4 day of MARCH, 2002, by **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite 220, 448 Viking Drive, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle which was recorded April 17, 1998 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, and all amendments thereto (collectively the "Declaration"); and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with Article XII, Paragraph I, of the Declaration, without the approval of any other party; and

WHEREAS, the Declarant has deemed it necessary to amend the Declaration to correct certain scrivener's errors in the Declaration.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct are incorporated herein by reference. Defined terms in the Declaration shall have the same meaning in the Amendment, unless the context otherwise requires.
2. Subsection 4 of Section B of Article II of the Declaration is hereby amended by deleting the reference therein to "Class B Members" and substituting in its place the words "Class A Members".

\\host\jdk\Andros\amendment to declaration of covenants.01.wpd

- 3. Subsection 2 of Section B of Article IX of the Declaration is hereby amended by deleting the reference therein to "Article VIII" and its place substituting the words "Article VII".
- 4. Except as modified by this Amendment, the Declaration as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

K. Muns
Print Name: K. muns

By: [Signature]
Name: Nathan D. Benson
Title: Vice President

Valerie Douglas
Print Name: Valerie Douglas

COMMONWEALTH OF VIRGINIA

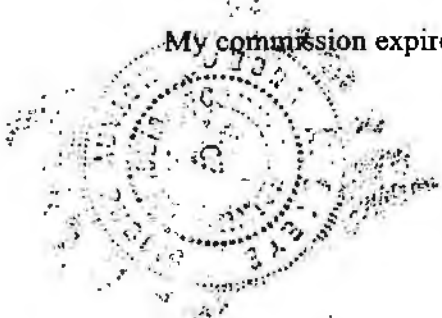
CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Nathan Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the general partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 4th day of March, 2002.

My commission expires: 8/31/02

Debra A. Dietz
Notary Public, State of Virginia
Print Name DEBRA A. DIETZ



\\Host\jdk\Andros\amendment to declaration of covenants.01.wpd



11/27/2001 10:48:10 20010520165
 OR BK 13120 PG 1055
 Palm Beach County, Florida

Prepared by and Return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, B-100
 Ft. Lauderdale, Florida 33312

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made as of the 21st day of November, 2001, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to "Declarant") whose address is c/o L.M. SANDLER AND SONS, INC., 448 Viking Drive, Suite 225, Virginia Beach, Virginia 23452 and ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association") whose address is c/o 448 Viking Drive, Suite 225, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration") which is recorded in Official Records Book 10346, Page 235 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant is the owner, of that certain real property legally described in Exhibit "A" attached hereto and made a part hereof which property has been dedicated to the Association pursuant to various plats referred to in Exhibit "A" hereto (the "Dedicated Property"); and

WHEREAS, Declarant and Association are desirous of subjecting the Dedicated Property to the terms and provisions of the Declaration to the extent that the same has not already been subjected to the terms and provisions of the Declaration and to this Supplemental Declaration; and

WHEREAS, the Dedicated Property is hereinafter collectively referred to as the "Real Property".

NOW, THEREFORE, Declarant and Association hereby subject the Real Property to the provisions of the Declaration and this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which are run with the title to such Real Property and shall be binding upon all persons having any right, title, or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

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 11/16/01.04

ARTICLE I
DEFINITIONS

The definitions provided in this Supplemental Declaration shall have their same meaning as set forth in the Declaration, unless the context otherwise provides. The Real Property is hereby deemed to be Property and Common Property pursuant to the Declaration.

ARTICLE II
EASEMENTS

In addition to those easements established in the Declaration, the Real Property shall also be subject to the easement hereinafter set forth:

1. Declarant reserves for itself, its successors and assigns, and for its agents, designees and contractors, and the Association hereby grants to Declarant, a non-exclusive, perpetual, alienable blanket easement, upon, across, over, through and under the Real Property for the purpose of installing, making or constructing upon the Real Property such improvements or utility lines as are required to be made by any permits, consents or approvals that have been or may be obtained by Declarant, and for the maintenance or repairs of said improvements or utility lines if Declarant has an obligation for such repair or maintenance.

ARTICLE III
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended.

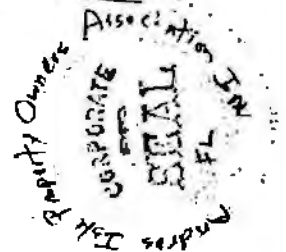
[SIGNATURE PAGE TO FOLLOW]

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Valerie Douglas
Print Name: Valerie Douglas

By: [Signature]
Alan S. Resh, President

Natalie Trgovac
Print Name: Natalie Trgovac



COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the Commonwealth and County aforesaid to take acknowledgments, personally appeared **Alan S. Resh**, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Association for the purposes expressed therein.

WITNESS my hand and official seal this 21st day of November, 2001.



Karen A. Hiles
Notary Public
Name: Karen A. Hiles
[SEAL]

My Commission Expires: 5/31/2003

EXHIBIT "A"

Tracts R, L-3A, L-3B, PB-1A, PB-2A, PB-6 and PB-7 of Andros Isle Parcel "D-2", according to the Plat thereof, as recorded in Plat Book 90, on Pages 129 through 133 of the Public Records of Palm Beach County, Florida.

and

Tract R of Andros Isle Parcel "E-2" Plat 1, according to the Plat thereof recorded in Plat Book 91, Page 166 of the Public Records of Palm Beach County, Florida.

and

Tracts L-1, L-2, L-4, L-5, L-6 and L-7 of Andros Isle, according to the Plat thereof recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida.

and

Tract L-3 of Andros Isle, according to the Plat thereof recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida, less any portion thereof that lies within: (i) the plat of ANDROS ISLE PARCEL "D-2", according to the Plat thereof recorded in Plat Book 90, Page 129 of the Public Records of Palm Beach County, Florida; or (ii) ANDROS ISLE PARCEL "C", according to the Plat thereof as recorded in Plat Book 89, Page 136 of the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declarant and Association hereby amend the Declaration as follows:

1. Tracts P-2 and P-3 of Andros Isle, according to the Plat thereof as recorded in the Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida, are hereby deleted from Exhibit "G" to the Declaration and shall no longer be deemed to be "Conservation Areas" as defined in the Declaration.

2. The real property legally described in Exhibit "A" to this Amendment is hereby deemed to be "Conservation Areas" as defined in the Declaration and Exhibit "G" to the Declaration is hereby amended to include the property described in Exhibit A to this Amendment.

3. Except as modified by this Amendment, the Declaration as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

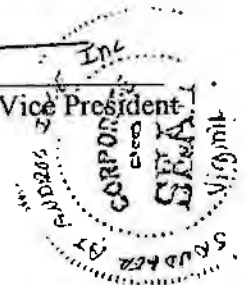
ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Kristen P. McInzies
Print Name: KRISTEN P. MCINZIES

Valerie Douglas
Print Name: Valerie Douglas

By: *[Signature]*
Nathan D. Benson, Vice President

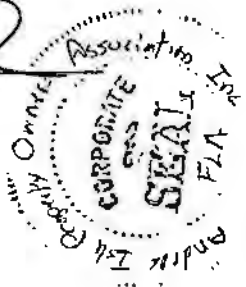


ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: *[Signature]*
Alan Resh, President

Karen Smogorzynski
Print Name: Karen Smogorzynski

Valerie Douglas
Print Name: Valerie Douglas



COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared **Nathan D. Benson**, as Vice President of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me ~~or has produced~~ _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 18 day of May, 2001.

Jean A. Norton
Notary Public, State of Virginia
Print Name JEAN A. NORTON
My commission expires:
Commission No.: My Commission Expires November 30, 2004



COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared **Alan Resh**, as President of ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, who is personally known to me ~~or has produced~~ _____ as ~~identification~~, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 18th day of May, 2001.

Karen A. Niles
Notary Public, State of Virginia.
Print Name KAREN A. NILES
My commission expires: 5/31/2003
Commission No.:



EXHIBIT "A"

Tracts P-1A, P-1B, P-2A, P-6, P-7, P-8, P-9 and P-10 of Andros Isle Parcel "D-2", according to the Plat thereof, as recorded in Plat Book 90, Page 129 of the Public Records of Palm Beach County, Florida.

PLAT A CERTIFIED COPY

\\HOST\jdk\Andros\sec.amend.to.dec.01wpd.wpd

Prepared by and Return to:
 Joel D. Kopelman, Esq.
 Navan, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, B-100
 Ft. Lauderdale, Florida 33312

Mar-02-2001 12:07pm 01-077574
 ORB 12347 Pg 31
 I MADE BY THE PUBLIC RECORDS CLERK OF PALM BEACH COUNTY, FLORIDA

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made as of the 15 day of February, 2001, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to "Declarant") whose address is c/o L.M. SANDLER AND SONS, INC., 448 Viking Drive, Suite 225, Virginia Beach, Virginia 23452 and ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association") whose address is c/o L.M. SANDLER AND SONS, INC., 448 Viking Drive, Suite 225, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration") which is recorded in Official Records Book 10346, Page 235 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant is the owner of that certain real property legally described in Exhibit "A" attached hereto and made a part hereof which property has been dedicated to the Association pursuant to Plat referred to in Exhibit "A" hereto (the "Dedicated Property"); and

WHEREAS, Declarant and Association are desirous of subjecting the Dedicated Property to the terms and provisions of the Declaration to the extent that the same has not already been subjected to the terms and provisions of the Declaration; and

WHEREAS, the Dedicated Property is hereinafter collectively referred to as the "Real Property".

NOW, THEREFORE, Declarant and Association hereby subject the Real Property to the provisions of the Declaration and this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which are run with the title to such Real Property and shall be binding upon all persons having any right, title, or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

\\kerrjck\Andros\suppdec.03.wpd
 2/14/01.04

ARTICLE I
DEFINITIONS

The definitions provided in this Supplemental Declaration shall have their same meaning as set forth in the Declaration, unless the context otherwise provides. The Real Property is hereby deemed to be Property and Common Property pursuant to the Declaration.

ARTICLE II
EASEMENTS

In addition to those easements established in the Declaration, the Real Property shall also be subject to the easements hereinafter set forth:

1. Declarant reserves for itself, its successors and assigns, and for its agents, designees and contractors, and the Association hereby grants to Declarant, a non-exclusive, perpetual, alienable blanket easement, upon, across, over, through and under the Real Property for ingress, egress, installation, replacement, repair, use and maintenance of all utilities and service lines and service systems, public and private, including, but not limited to water, sewer, drainage, irrigation systems, telephones, electricity, cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments.

2. Declarant reserves for itself, its successors and assigns, and for its agents, designees and contractors, and the Association hereby grants to Declarant, a non-exclusive, perpetual, alienable blanket easement, upon, across, over, through and under the Real Property for the purpose of constructing upon the Real Property such improvements as are required to be made by any permits, consents or approvals that have been or may be obtained by Declarant.

ARTICLE III
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended.

[SIGNATURE PAGE TO FOLLOW]

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Alan S. Resh, President

[Signature]
Print Name: KRISTEN P. MCKENZIE

[Signature]
Print Name: Lona Matheson



COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the Commonwealth and County aforesaid to take acknowledgments, personally appeared Alan S. Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Association for the purposes expressed therein.

WITNESS my hand and official seal this 15 day of FEBRUARY, 2001.



[Signature]
Notary Public
Name: JEAN A. [Signature]
[SEAL]

My Commission Expires:

My Commission Expires November 30, 2004

ORB 12347 Pg 35
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"

Tracts PB-1, PB-2, PB-3, R and O of Andros Isle Parcel "C", according to the Plat thereof, as recorded in Plat Book 89, on Pages 136 through 144 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

to such Real Property and shall be binding upon all persons having any right, title, or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

ARTICLE I **DEFINITIONS**

The definitions provided in this Supplemental Declaration shall have their same meaning as set forth in the Declaration, unless the context otherwise provides. The Real Property is hereby deemed to be Property and Common Property pursuant to the Declaration.

ARTICLE II **EASEMENTS**

In addition to those easements established in the Declaration, the Common Property shall also be subject to the easements hereinafter set forth:

1. Declarant reserves for itself, its successors and assigns, and for its agents and contractors, and the Association hereby grants to Declarant, a non-exclusive, perpetual, alienable blanket easement, upon, across, over, through and under the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utilities and service lines and service systems, public and private, including, but not limited to water, sewer, drainage, irrigation systems, telephones, electricity, cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments.

2. Declarant reserves for itself, its successors and assigns, and for its agents and contractors, and the Association hereby grants to Declarant, a non-exclusive, perpetual, alienable blanket easement, upon, across, over, through and under the Common Property for the purpose of constructing upon the Common Property such improvements as determined by the Declarant in its sole and absolute discretion.

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Valerie Douglas
Print Name: Valerie Douglas

By: [Signature]
Alan S. Resh, President

Angela Dattalo
Print Name: Angela Dattalo



COMMONWEALTH OF VIRGINIA))ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the Commonwealth and County aforesaid to take acknowledgments, personally appeared **Alan S. Resh**, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Association for the purposes expressed therein.

WITNESS my hand and official seal this 27th day of October, 2000.

Karen A. Hiles
Notary Public
Name: Karen A. Hiles
[SEAL]

My Commission Expires: 5/31/2003



EXHIBIT "A"

Clubhouse Parcel of Andros Isle, according to the Plat thereof as recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida;

and

Tracts R-1 and R-2 of Andros Isle, according to the Plat thereof as recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida;

and

Tracts LB-1 and LB-2, of Andros Isle, according to the Plat thereof as recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida;

and

Tract O of Andros Isle, according to the Plat thereof as recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida;

and

Tract PB of Andros Isle Parcel "A", according to the Plat thereof as recorded in Plat Book 81, Page 99 of the Public Records of Palm Beach County, Florida;

and

5' Buffer Tract of Andros Isle Parcel "A", according to the Plat thereof as recorded in Plat Book 81, Page 99 of the Public Records of Palm Beach County, Florida;

and

Tract R of Andros Isle Parcel "A", according to the Plat thereof as recorded in Plat Book 81, Page 99 of the Public Records of Palm Beach County, Florida;

and

Tract "PB" of Andros Isle Parcel "D-1", according to the Plat thereof as recorded in Plat Book 81, Page 128 of the Public Records of Palm Beach County, Florida;

and

Tract R of Andros Isle Parcel "D-1", according to the Plat thereof as recorded in Plat Book 81, Page 128 of the Public Records of Palm Beach County, Florida;

and

Tract "PB" of Andros Isle Parcel "E-1", according to the Plat thereof as recorded in Plat Book 81, Page 132 of the Public Records of Palm Beach County, Florida;

and

Tract R of Andros Isle Parcel "E-1", according to the Plat thereof as recorded on Plat Book 81, Page 132 of the Public Records of Palm Beach County, Florida.

and

Tract "PB" (PRESERVE BUFFER) of ANDROS ISLE RE-PLAT OF PARCEL "B" according to the Plat thereof as recorded in Plat Book 83, Pages 11 through 20 of the Public Records of Palm Beach County, Florida;

and

Tract "R" (RESIDENTIAL ACCESS STREET) of ANDROS ISLE RE-PLAT OF PARCEL "B" according to the Plat thereof as recorded in Plat Book 83, Pages 11 through 20 of the Public Records of Palm Beach County, Florida;

and

Tract R and Tract O of Andros Isle Parcel "F" according to the Plat thereof recorded in Plat Book 88, Page 33 of the Public Records of Palm Beach County, Florida;

and

Tract PB-5 and Tract R of Andros Isle Parcel C-3 according to the Plat thereof recorded in Plat Book 88, Page 146 of the Public Records of Palm Beach County, Florida.

✓ 09

Prepared By and Return to:
Joel D. Kopelman, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, Suite B-100
Ft. Lauderdale, FL 33312

NOT A PUBLIC RECORD

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR ANDROS ISLE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE ("Amendment") is made as of the 13 day of December, 1999, by **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite 225, 448 Viking Drive, Virginia Beach, Virginia 23452 and **ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Association") whose address is Suite 225, 448 Viking Drive, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle which was recorded April 17, 1998 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended, (collectively the "Declaration"); and

WHEREAS, Association is the owner of the real property legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with Article XII, Paragraph I, of the Declaration, without the approval of any other party; and

WHEREAS, Association is the Association defined in the Declaration, and is desirous of joining in and being a party to this Amendment; and

WHEREAS, Declarant and Association are desirous of amending the Declaration as more fully set forth in this Amendment.

\\ns01\j.k\Andros\first amendm to declaration.02wp1.wpa

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declarant and Association hereby amend the Declaration as follows:

1. The real property legally described in Exhibit "A" to this Amendment is hereby deemed to be "Conservation Areas" as defined in the Declaration and shall be deemed to be included within Exhibit "G" to the Declaration, subject to the rights of Florida Power & Light Company pursuant to that certain Right-of-Way Agreement recorded in Deed Book 1046. Page 520 of the Public Records of Palm Beach County, Florida.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Karen A. Hiles
Print Name: Karen A. Hiles

Lauren M. Antley
Print Name: Lauren M. Antley

By: *[Signature]*
Nathan D. Benson, Vice President

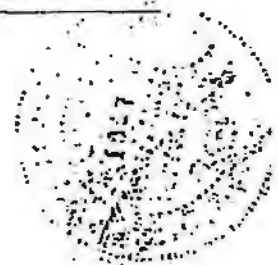


ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: *[Signature]*
Alan Resh, President

Karen A. Hiles
Print Name: Karen A. Hiles

Lauren M. Antley
Print Name: Lauren M. Antley



\\sra\work\Andros\first amendment to declaration.24pt.doc

COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared **Nathan D. Benson**, as Vice President of **SANDLER AT ANDROS ISLE, INC.**, as the General Partner of **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership, who is personally known to me ~~or has produced~~ _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 13th day of December 1999.

Karen A. Hiles
Notary Public, State of Virginia
Print Name Karen A. Hiles
My commission expires: 5/31/2003
Commission No.:

CERTIFIED COPY



COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared **Alan Resh**, as President of **ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, who is personally known to me ~~or has produced~~ _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 13th day of December 1999.

Karen A. Hiles
Notary Public, State of Virginia
Print Name Karen A. Hiles
My commission expires: 5/31/2003
Commission No.:

\\rec01\pub\Andros\form\amendment to declaration.02-nd.wps



EXHIBIT "A"

LEGAL DESCRIPTION

The North 160.00 feet of Section 20, Township 43 South, Range 42 East, Palm Beach County, Florida

NOT A CERTIFIED COPY

\\host\jdk\Aadros\first\announcement\to\declaration.02.pdf.pdf

Sep-18-1999 10:57am 99-376941
ORB 11352 Pg 1767
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

JWC/Call Tricounty
RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR ANDROS ISLE

The undersigned, being the "Declarant" pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration"), recorded in Official Records Book 10346, at Page 235, of the Public Records of Palm Beach County, Florida, hereby amends the Declaration as follows:

1. The fifth and sixth sentences of Article VIII, Section A.3, are hereby deleted, and the following sentence is hereby added to the end of said Section A.3: "Further, in no event shall a Lot or Living Unit be leased more than two (2) times in any consecutive 12 month period, and in no event shall any lease have a term of less than three (3) months, without the prior written consent of the Association.

This Amendment is made by Declarant pursuant to the authority granted the Declarant to amend the Declaration contained in Article XII, Section I, of the DECLARATION.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 12th day of July, 1999.

WITNESSES:
Debra A. Dietz
Print Name: DEBRA A. DIETZ

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership
By: Sandler at Andros Isle, Inc., a Virginia corporation, its General Partner
By: Nathan D. Benson
Its: Vice President

STATE OF Virginia
City Virginia Beach) ss:
COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this 12th day of July, 1999, by Nathan D. Benson as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation, General Partner of Andros Isle Limited Partnership, a Virginia limited partnership, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Karen A. Hiles
NOTARY PUBLIC
My Commission Expires
5/31/2003

Jul-13-1998 11:14am 98-264584
 DRB 10514 Pg 975
 E-RECORDING SYSTEM OF PALM BEACH COUNTY, FLORIDA

Prepared By and Return to:

Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Ft. Lauderdale, FL 33312

**NOT A
 CERTIFIED COPY**

**SECOND AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR ANDROS ISLE**

**THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE ("Amendment")**
 is made as of the 2 day of July, 1998, by **ANDROS ISLE LIMITED PARTNERSHIP,**
 a Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite
 220, 448 Viking Drive, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Declaration of Covenants,
 Conditions, Restrictions and Easements for Andros Isle which was recorded April 17, 1998 in
 Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida,
 as amended by the First Amendment thereto recorded in Official Records Book 10381, Page 1575,
 of the Public Records of Palm Beach County, Florida (collectively the "Declaration"); and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with
 Article XII, Paragraph I, of the Declaration, without the approval of any other party; and

WHEREAS, the Declarant has deemed it necessary to amend the Declaration to among
 other things correct certain scrivener's errors in the Declaration and to amend various provision
 of the Declaration.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration,
 the Declarant hereby amends the Declaration as follows:

1. Paragraph 10 of Section A of Article I of the Declaration is hereby deleted and in
 its place is substituted the following:

\\Husa\JDK\Andros\second amendment to declaration.02.wpd
 06/1998 (1)

"10. "Assessment" means the amount of money which may be assessed against an Owner, or an Outparcel Owner (but only to the limited extent specifically provided in this Declaration), for the payment of the Owner's (or Outparcel Owner's) share of the costs and expenses arising under this Declaration, including, without limitation, Annual Lot Assessments, Annual Parcel Assessments, Special Assessments, Emergency Assessments, Lot Assessments and Neighborhood Assessments (as hereinafter defined). Assessment also means the amount of money which may be assessed against an Outparcel Owner for payment of its share of costs and expenses pertaining to the Outparcel(s) as specifically provided in this Declaration."

2. Section D of Article III of the Declaration is hereby deleted and in its place is substituted the following:

"D. Maintenance. Each Owner shall, at their own cost and expense, keep all parts of their respective Lot, including the Residence or Improvements thereon, clean and free of debris, and in good order and repair. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence or Improvements. Except with respect to such matters for which the Association is specifically obligated to maintain as provided in this Declaration, or any amendment to this Declaration or in a Supplemental Declaration, each Owner shall also maintain all landscaping on its respective Lot or property including any portion of the right of way which is bounded by their front property line, the continuation of their side property lines, and the paved portion of any road adjacent to the Lot. The foregoing obligation shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. Except with respect to such irrigation that is performed by the Association as provided in this Declaration, any amendment to this Declaration or in a Supplemental Declaration, each Owner whose property abuts any lake, canal or ditch shall be responsible to irrigate and pay for the water to irrigate the area adjacent to such lake, canal, or drainage ditch regardless of whether such area is within a tract owned by the Association or within a drainage easement in favor of the Association, the NPBCID or any other entity or agency. All maintenance and repair shall be performed by each such Owner at regular intervals as shall be necessary to keep the property in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction, subject to normal wear and tear that cannot be avoided. If an Owner fails to maintain its property, and, if applicable, the adjacent road right-of-way area between the property and the paved road in good order and in clean and attractive manner, the Association, after ten (10) days written notice to the Owner, and with the approval of the majority of the Board, shall have the right to enter upon such property to correct, repair, restore, paint, maintain, and landscape any part of such property or the adjacent portion of the road right-of-way at the area between the property and the paved

road. The cost of such repairs or maintenance shall be an Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor. In order to reimburse the Association for the administrative expenses incurred as a result of abandonment, the Association may impose an additional charge of not more than twenty-five percent (25%) of the cost of the applicable remedial work in the aforesaid repairs or maintenance. No bids need to be obtained for any of the work performed by the Association pursuant to this Section and the person(s) or companies performing such work may be selected by the Association in its sole discretion."

3. Section F of Article III of the Declaration which Section is entitled "Lawn and Tree Maintenance" is hereby deleted in its entirety from the Declaration.

4. Subparagraph 7 of Section A of Article VIII of the Declaration which Subparagraph is entitled "Pets" is hereby deleted and in its place is substituted the following:

"7. Pets. No animal, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs or domestic house cats (or any combination thereof), not exceeding two animals, may be kept by an Owner or occupant of a Lot, but only if such permitted pets do not constitute a nuisance on the Property; provided, however, under no circumstances shall any breed of dog commonly known as a pitbull be permitted on any portion of the Property. Further no more than three (3) caged domesticated birds may be kept within a Residence. The foregoing limitations shall not apply to fish. Notwithstanding the foregoing, a dog that is prohibited to be kept within the Property as provided above, shall be permitted if such prohibition violates applicable Florida or federal laws (e.g., the Americans with Disabilities Act). All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on the Common Property, and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board. The decision of the Board in such matters is conclusive and shall be enforced by the Association."

5. Section C of Article VI of the Declaration which Section is entitled "Special Assessments" is hereby deleted and in its place is substituted the following:

"C. Special Assessments. In addition to the Annual Assessments, the Association may levy by majority vote of the Board, Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided any

such Special Assessment shall have the consent of a majority of the Owners and the Class B Member if the particular Special Assessment to be levied is greater than One Hundred Dollars (\$100.00) per Lot, and if the particular Special Assessment to be levied is less than One Hundred Dollars (\$100.00) per Lot, then such Special Assessment need only be approved by the Class B Member, subject, however, to the rights of Outparcel Owners set for in this Declaration. Special Assessments may be levied against the Outparcel Owners only with respect to the costs of reconstruction, repair or replacement of any capital improvement associated with the Stormwater Management System (and the Connector Road, as to the Community Shopping Center Parcel) in accordance with each Outparcel Owner's Parcel Share. Outparcel Owners shall, however, be subject only to Special Assessments for capital improvements that are functional (as defined in Article IV, Paragraph D.4 of this Declaration) in nature (or which are required by governmental authority, the SFWMD, or the NPBCID) and not merely aesthetic improvements."

6. Section E of Article VI of the Declaration which Section is entitled "Lot Assessments" is hereby amended by adding thereto the following:

"Lot Assessments may also be levied by the Board of Directors against a particular Lot and the (Owners) thereof to collect unpaid working capital contributions required pursuant to Section O of Article VI of this Declaration."

7. Section O of Article VI of the Declaration which Section is entitled "Working Capital Contribution" is hereby amended by deleting the last sentence thereof and in its place substituting the following:

"If the aforesaid working capital contribution is not paid, then the Association may levy a Lot Assessment for such contribution and shall be entitled to collect the Lot Assessment as provided in this Declaration."

8. Subparagraph 2.c. of Section G of Article III, at Page 16, of the Declaration is hereby amended at the second to the last and last sentences, such that said last two sentences shall read as follows (new language underlined):

"In the event that a security interest is to be granted on any roadway within the Property, or servicing the Property, the security instrument shall provide that each Owner (and in the case of any Outparcel, each Outparcel Owner,) shall continue to have a right of access over the mortgaged property to their respective Lot, Outparcel or other property, as the case may be, and that such right of access shall not be disturbed by the holder of the security interest. Likewise, in the event any such security instrument creates a security interest encumbering any portion of the Conservation Areas or Stormwater Management System, any such security instrument shall provide that each Owner and Outparcel Owner, respectively, shall

continue to have rights as outlined in this Declaration of: (i) the use of Conservation Areas; and (ii) stormwater drainage in connection with the Stormwater Management System over all or any portion thereof, as the case may be, and that such rights shall not be disturbed by the holder of the security interest under any such mortgage or other security instrument. The terms of such security interest and financing shall be no less favorable than would have been provided by the NPBCID."

9. Subparagraph 7 of Section D of Article XII, at Page 50, of the Declaration is hereby amended at the fourth line thereof to delete the words: "... or Outparcel Owner ...".

10. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a
Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a
Virginia corporation, its general partner

Ilona Matteson
Print Name: Ilona Matteson

Wicki O'Toole
Print Name: WICKI O'TOOLE

By: [Signature]
Name: NATHAN D. SANDLER
Title: VP
Sandler at Andros Isle, Inc.
Virginia

COMMONWEALTH OF VIRGINIA)
) ss:
CITY OF VIRGINIA BEACH)

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Abelton Benson, as VP of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 2 day of July, 1998.

Richard L. Merrett
Notary Public
Print Name: Richard L. Merrett
[SEAL]



My Commission Expires: 6.30.00

CONSENT

The undersigned as Owner of Lots [as defined in the Declaration identified in the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle ("Second Amendment") to which this Consent is attached] hereby joins in and consents to the aforesaid Second Amendment.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 21st day of July, 1998.

*Signed, sealed and delivered
in the presence of:*

**BRITTANY BAY AT ANDROS ISLE, LTD., a
Florida limited partnership**

By: Zuckerman Homes at Andros Isle, Inc., a
Florida corporation, a general partner

By: [Signature]
Print Name: Andrew Zuckerman
Title: President

[Signature]
Print Name: ROBIN DUCETTE
[Signature]
Print Name: ALBE DUBOIS

By: **BankAtlantic Venture Partners 3, Inc., a
Florida corporation, a general partner**

By: [Signature]
Print Name: John E. Abdo
Title: President

[Signature]
Print Name: SOYM M. WILE
[Signature]
Print Name: THERESA H. BUCHANAN

\\Hort\j\B\Andros\second amendment to declaration.02.wpd
061998.01

STATE OF Florida)
)ss.
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Andrew Zuckerman, as President of Zuckerman Homes at Andros Isle, Inc., a Florida corporation, a general partner of Brittany Bay at Andros Isle, Ltd., a Florida limited partnership, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Corporation and Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 1st day of July, 1998.

Catherine L. Holmes

Notary Public

Print Name: Catherine L. Holmes



Catherine L. Holmes
MY COMMISSION # CC654974 EXPIRES
June 11, 2001
BONDED THRU TROY FARM INSURANCE, PC.

My Commission Expires:

STATE OF FLORIDA)
)ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN E. ABDO, as PRESIDENT of BankAtlantic Venture Partners 3, Inc., a Florida corporation, a general partner of Brittany Bay at Andros Isle, Ltd., a Florida limited partnership, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Corporation and Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 8th day of JULY, 1998.

Alexander M. Dunn

Notary Public

Print Name: ALEXANDER M. DUNN



[SEAL]

My Commission Expires:

CONSENT

The undersigned as Owner of Lots (as defined in the Declaration Identified in the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle ("Second Amendment") to which this Consent is attached) hereby joins in and consents to the aforesaid Second Amendment.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 30 day of JUNE, 1998.

Signed, sealed and delivered in the presence of:

CENTEX HOMES, a Nevada partnership



By: Centex Real Estate Corporation, a Nevada corporation, as a general partner

Ivy M. Seitzman
Print Name: Ivy M. Seitzman

By: Trent Bass
Print Name: Trent Bass
Title: Division President

Heather O'Connell
Print Name: Heather O'Connell

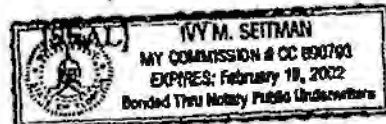
STATE OF Florida)
COUNTY OF Palm Beach) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Trent Bass, as Division President of Centex Real Estate Corporation, a Nevada corporation, as a general partner of Centex Homes, a Nevada general partnership, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of said Corporation and Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 30 day of June, 1998.

Ivy M. Seitzman
Notary Public
Print Name: Ivy M. Seitzman

My Commission Expires:



...164\VD70\Andros\Amend2\Amend2 to Declaration.02.wrt
06/1998 01

The undersigned hereby joins in the foregoing Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle.

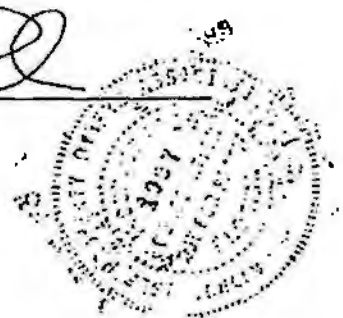
Signed, sealed and delivered
in the presence of:

ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

Jennifer Norris
Print Name: Jennifer Norris

By: [Signature]
Alan Resh, President

Shelley Lewis
Print Name: Shelley Lewis



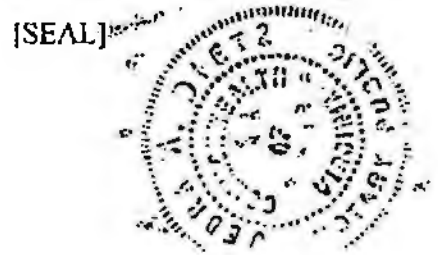
COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 30th day of June 1998.

Debra A. Dietz
Notary Public
Print Name: DEBRA A. DIETZ

My Commission Expires: 8/31/98



the date the notice of and Assessment Charge was first recorded against the Lot or Out Parcel, plus interest and reasonable cost of collection accruing thereafter."

and substituting in its place the following:

"The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgage, together with all sums due thereunder, held by a Mortgagee, which Mortgage was recorded in the public records of the County prior to the date that the notice of an Assessment Charge was first recorded against the Lot or Outparcel."

2. Paragraph F of the RECITALS which appears on Page 2 of the Declaration is hereby deleted and in its place is substituted the following:

"F. The terms Property and ANDROS ISLE, as used herein, do not include the Apartment Parcel, the Community Shopping Center Parcel, or the Multiple Use Parcel, but will include such portions of the OLLC Parcel as may be, from time to time, declared to be Property in accordance with the terms and provisions of this Declaration."

3. The word "plat" appearing in the third sentence of subparagraph 1 of Paragraph A of Article IV of the Declaration is hereby deleted and in its place is substituted the word "plats".

4. The words "Parcel Share" appearing in the third sentence of Paragraph H of Article VI of the Declaration are hereby deleted and in their place are substituted the words "Outparcel Share".

5. The word "Master" appearing in the last sentence of subparagraph (D) of subparagraph 1. of subparagraph C. of Article IV of the Declaration is hereby deleted.

6. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Apr-22-1998 01:24pm 98-144172
ORB 10354 Pg 205
I CAN'T BELIEVE I HATE YOU BUT I HATE TO HATE YOU TOO MUCH TO HATE YOU

Prepared by and return to:
Joel D. Kopelman, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, B-100
Ft. Lauderdale, FL 33312

RECORD & RETURN TO:
PETER M. HOOKIN, ESQ.
PETER M. HOOKIN, P.A.
2101 W. Commercial Blvd., Suite 4100
Fort Lauderdale, Florida 33309

NOT A CERTIFIED COPY

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made as of the 17th day of April, 1998, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 220, Virginia Beach 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration") which is recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof is a portion of the Additional Property (as defined in the Declaration); and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto (the "Real Property").

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Real Property to the provisions of the Declaration and this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the terms of the Declaration.

*H0501DK Andros.suppdec.sub.doc

ARTICLE I
DEFINITIONS

The definitions provided in Article I of the Declaration are incorporated herein by reference. Each of the Lots comprising the Real Property described in Exhibit "A" attached hereto and made a part hereof, shall constitute a Lot pursuant to the Declaration. The Real Property is hereby declared to be Property pursuant to the Declaration.

ARTICLE II
COVENANTS AND SUB-ASSOCIATION

The Declarant subsequent to the recording of this Supplemental Declaration in the Public Records of Palm Beach County, Florida will convey the Real Property to a Builder (as defined in the Declaration). The Builder is hereby authorized to establish additional covenants and restrictions with respect to the Lots comprising the Real Property and to form a sub-association for the purpose of, among other things, providing for the maintenance, repair and replacement of Party Walls and/or Common Roofs, as applicable, and for levying assessments for such purposes on the Lots comprising the Real Property. Notwithstanding the foregoing, any additional covenants or restrictions affecting the Lots imposed by a Builder and any and all documents prepared in connection with a sub-association shall be subject to the prior written approval of Declarant, which shall not be unreasonably withheld. In no event shall any assessments of a sub-association be levied upon any of the Lots owned by the Declarant within the Real Property during Declarant's ownership of such Lots.

ARTICLE III
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph I of Article XII of the Declaration.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written. /Supplemental

Signed, sealed and delivered in the presence of:

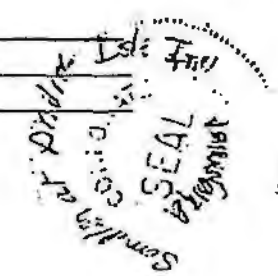
ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Larry Viskochil
Print Name Larry Viskochil

By: [Signature]
Name: NATHAN D BOWEN
Its: VP

Franquette Bass
Print Name FRANQUETTA BASS



STATE OF Va.
City
COUNTY OF Va. Bch.

The foregoing instrument was acknowledged before me this 6 day of April, 1998, by Nathan Bowen, VP of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida Va.
Print Name Cecil L. Moroco
My commission expires: 9-30-00
Commission No.: _____

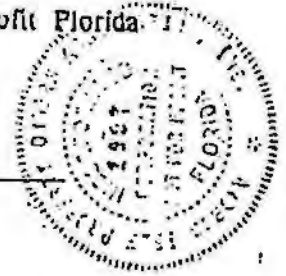


NOT A CERTIFIED COPY

The undersigned hereby joins in the foregoing Supplemental Declaration.
ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC., a Not-for Profit Florida
Corporation

Karl Bennett
Print Name KARL BENNETT

By: [Signature]
Alan Resh, President



Shelly Lewis
Print Name Shelly Lewis

STATE OF Virginia
CITY
COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this 10 day of April, 1998, by Alan Resh, President of ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Brandy Jeanine Woodworth
Notary Public, State of Florida
Print Name Brandy Jeanine Woodworth
My commission expires: 3/31/2000
Commission No.:



EXHIBIT "A"

LEGAL DESCRIPTION

[Brittany Bay]

Lots 1, 2, 3 and 4, inclusive, of Andros Isle Parcel B, according to the Plat thereof, recorded in Plat Book 82, Page 1 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

Prepared by:
 Michael Greene, Esq.
 Sachs, Sax & Klein, P.A.
 Yamato Road, Suite 4150
 Boca Raton, FL 33481

APR-17-1998 10:08am 98-138218
 ORB 10346 Pg 235
 I [Barcode]

Return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Ft. Lauderdale, FL 33312

**DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR ANDROS ISLE**

THIS DECLARATION is made this 16th day of April 1998, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership hereinafter referred to as "Declarant", located at c/o L.M. Sandler & Sons, Inc., Suite 220, 448 Viking Drive, Virginia Beach, Virginia 23452 and is joined in by Scotia Property Company, a Florida corporation, located at 2350 South Congress Avenue, Delray Beach 33445, Attention: George T. Elmore, President ("Scotia"); Oakton Lakes Land Company, a Florida corporation located at 2350 South Congress Avenue, Delray Beach 33445, Attention: George T. Elmore, President ("OLLC"), and Harvey Geller, Trustee located at c/o George T. Elmore, 2350 South Congress Avenue, Delray Beach 33445 ("Geller") for the purposes set forth herein; who recites and provides:

RECITALS:

A. Declarant is the Owner of certain land located in Palm Beach County, Florida, being the real property which is to be developed within the planned residential development commonly referred to as "ANDROS ISLE", located within the "Oakton Lakes Residential Planned Development". ANDROS ISLE will be developed in phases and may be improved with residences of different size and types. Declarant desires to maintain the integrity and beauty of ANDROS ISLE to assure high quality standards for the enjoyment of ANDROS ISLE.

B. Declarant intends to develop ANDROS ISLE for the purpose of constructing single family dwellings and multi-family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined) and which will be occupied and maintained as a residential development for the mutual and common advantage of all Owners and occupants thereof, who shall own and occupy ANDROS ISLE subject to the provisions of this Declaration and all other rules and regulations applicable to ANDROS ISLE.

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C. Scotia is the fee Owner of the Apartment Parcel (as defined herein) and the Community Shopping Center Parcel (as defined herein).

D. OLLC is the fee Owner of the OLLC Parcel (as defined herein).

E. Geller is the fee Owner of the Multiple-Use Parcel (as defined herein).

F. The terms "Property" and ANDROS ISLE, as used herein, do not include the Apartment Parcel, the Community Shopping Center Parcel, or the Multiple-Use Parcel, but do include the OLLC Parcel.

G. To provide for the preservation, enhancement and maintenance of ANDROS ISLE and the improvements thereon, Declarant desires to subject the portions of ANDROS ISLE, as they are developed and improved, to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of ANDROS ISLE and of each Owner of a portion thereof.

H. To provide for Stormwater Management (as defined herein) for ANDROS ISLE and for the Apartment Parcel, Community Shopping Center Parcel and the Multiple Use Parcel, and to provide for certain access easements between ANDROS ISLE and the Outparcels, Declarant desires to subject the portions of ANDROS ISLE, as they are developed and improved, and each of Scotia, OLLC and Geller desires to subject their respective properties to certain of the covenants, conditions, restrictions, easements, charges and liens of this Declaration applicable to the Stormwater Management System and to such access easements to the extent specifically provided herein, each and all of which are for the benefit of ANDROS ISLE and the Apartment Parcel, the Community Shopping Center Parcel, the OLLC Parcel and the Multiple Use Parcel.

I. To provide for the efficient management of ANDROS ISLE, Declarant deems it desirable to create a non-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created, and to this end, Declarant has created Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of ANDROS ISLE, and the Outparcel Owners as limited members.

DECLARATION

NOW, THEREFORE, Declarant declares that the Initial Property (as hereinafter defined) and the Common Property (and the Additional Property as and when submitted to the terms and restrictions of this Declaration by the recording of a Supplemental Declaration) shall be held,

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sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Initial Property (as hereinafter defined) and the Common Property (and the Additional Property as and when submitted to the terms and restrictions of this Declaration by the recording of a Supplemental Declaration), shall run with the title to the Initial Property and the Common Property (and the Additional Property as and when submitted to the terms and restrictions of this Declaration by the recording of a Supplemental Declaration), and shall be binding on all parties having any right, title or interest in the Initial Property and the Common Property (and the Additional Property as and when submitted to the terms and restrictions of this Declaration by the recording of a Supplemental Declaration) or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof and Declarant.

Scotia, as to the Apartment Parcel and the Community Shopping Center Parcel, OLLC, as to the OLLC Parcel, and Geller as to the Multiple Use Parcel declare that each of their respective properties shall be held, sold, occupied, and conveyed subject to the applicable covenants, conditions, restrictions, easements, and limitations which provide for the Stormwater Management System of their respective Outparcels, and for the access easements granted herein, shall protect the value of their respective properties and the Property, shall run with title to their respective Outparcels, and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof and to the Declarant.

I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "ACC" means the Architectural Control Committee of the Association.
2. "Additional Property" means any land adjacent to or contiguous with the Initial Property (other than the Outparcel(s)) or otherwise included in ANDROS ISLE, as further described on Exhibit A attached hereto and made a part hereof, less the Initial Property, which land is located such that if the land is annexed to the Declaration by the Declarant and its successors or assigns, it shall form an integrated community with the Property. Declarant or the Association may annex Additional Property to the terms and conditions of this Declaration in the manner hereinafter of the set forth.
3. "Annexation" means the addition of all or any part of the Additional Property to the development community created herein and the subjecting of such property to the terms and conditions set forth in this Declaration and such additional terms and conditions as may be permitted in accordance with Article XI of this Declaration.

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4. "Annual Assessment" means the Annual Lot Assessments with respect to lots and the Annual Parcel Assessment with respect to Outparcel(s) as provided in Article VI hereof.
5. "Annual Lot Assessment" means the Annual Assessments with respect to Lots as provided in Article VI hereof.
6. "Annual Parcel Assessment" means the Annual Assessments with respect to the Outparcel(s) as provided in Article VI hereof.
7. "Apartment Parcel" means the property to be developed for apartments and described on Exhibit B attached hereto and made a part hereof.
8. "Apartment Parcel Owner" means the fee simple Owner of the Apartment Parcel.
9. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit C.
10. "Assessment" means the amount of money which may be assessed against an Owner, or an Outparcel Owner (but only to the limited extent specifically provided in this Declaration), for the payment of the Owner's (or Outparcel Owner's) share of the costs and expenses arising under this Declaration, including, without limitation, Annual Lot Assessments, Annual Parcel Assessments, Special Assessments, Emergency Assessments, and Lot Assessments (as hereinafter defined). Assessment also means the amount of money which may be assessed against an Outparcel Owner for payment of its share of costs and expenses pertaining to the Outparcel(s) as specifically provided in this Declaration.
11. "Assessment Charge" means all Assessments currently owed by each Owner, or Outparcel Owners (as specifically provided in this Declaration) together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.
12. "Association" means Andros Isle Property Owners Association, Inc., a Florida nonprofit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
13. "Board" means the Board of Directors of the Association.
14. "Builder" means a builder that has purchased Lots directly from the Declarant and has constructed or intends to construct thereon single family residences or Multi-Family Residential Buildings.

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15. **"Bylaws"** means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit D.
16. **"Common Expenses"** means all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth in this Declaration.
17. **"Common Property"** means all of the Property, the Conservation Areas, Stormwater Management System, and the Recreational Facilities, except the Lots, and any and all portions of the Property that are now or hereafter platted into Lots or designated in a Supplemental Declaration as Lots, and those portions of the Property which are dedicated to the public, together with any improvements thereon and all personal property intended for the common use and enjoyment of the Owners and any areas within the Property which the Association is obligated to maintain, notwithstanding that it may not own fee simple title to such areas. The Common Property to be maintained by the Association may specifically include, without limitation, rights of way of any publicly dedicated roads, signs, fencing, drainage connections, stormwater management facilities, landscaped entry features (including without limitation entry signs, lighting, irrigation, and landscaping), any landscaping not located within a Lot, parks, open areas, conservation areas, nature preserves, and recreational facilities, provided that the foregoing list shall not be deemed to be a representation or warranty that any of the foregoing types of Common Property will be provided. Common Property may also include all personal property owned or leased by the Association and intended for use by the Association and the common use and enjoyment of the Owners. The Common Property further includes, without limitation, all property and property rights, including easements, granted, conveyed or dedicated to the Association.
18. **"Common Roof"** means the roof covering and shared by a Multi-Family Residential Building.
19. **"Community Shopping Center Parcel"** means the property to be developed as a retail center and further described on Exhibit E.
20. **"Community Shopping Center Parcel Owner"** means the fee simple Owner of the Community Shopping Center Parcel.
21. **"Connector Road"** means the roadway described on Exhibit F-1 attached hereto and made a part hereof.
22. **"Conservation Areas"** means the real property described on Exhibit G, which is owned or will be owned by the Association for the benefit of the Property and the Outparcel(s).

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23. "County" means Palm Beach County, Florida.
24. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.
25. "Declarant" means ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property all as more fully set forth in this Declaration. Reference in this Declaration to ANDROS ISLE LIMITED PARTNERSHIP as the Declarant under this Declaration is not intended and shall not be construed to impose upon ANDROS ISLE LIMITED PARTNERSHIP any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from ANDROS ISLE LIMITED PARTNERSHIP and develop and resell the same. Declarant may also be an Owner, for so long as Declarant shall be the record Owner of any Lot.
26. "Initial Improvements" means the initial, original construction of Residences and related improvements and the initial landscaping upon the Lots constructed by Declarant or those builders specified by Declarant.
27. "Initial Property" means the land described on Exhibit H attached hereto and made a part hereof.
28. "Limited Member" means a person or entity entitled to limited membership in the Association as provided in the Declaration and the Articles.
29. "Living Unit" shall mean and refer to each of the single family dwellings within a Multi-Family Residential Building constructed on Lots and designed and intended for use and occupancy as a residence by a single family.
30. "Lot" means any plot of land within the Property intended as a site for a Residence and shown upon any duly recorded (or hereafter created) subdivision plat of the Property or a parcel of land described as a Lot in a Supplemental Declaration and which is permitted to be improved with a Residence. References herein to "Lot" shall also include the Residence and all improvements constructed on a Lot, and shall refer to individual Living Units within a Multi-Family Residential Building, whether or not such are on one or more Lots or on a portion of a Lot, unless specifically set forth to the contrary. In the event that Declarant conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and lands being hereafter referred to as a "Reconfigured Lot") to one Owner who constructs only one Residence thereon and who landscapes all the land within the Reconfigured Lot so that it appears to be a single building plot, such Reconfigured Lot shall be deemed to be one Lot subject to one Assessment

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- and entitled to one vote, and except as specifically set forth herein, all references to Lots shall include Reconfigured Lots. Provided, however, if such a Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments. The term Lot does not include the Outparcels.
31. "Member" means a person or entity entitled to membership in the Association, as provided in the Declaration and the Articles.
32. "Mortgage" means (i) as to any Lot: any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation; and (ii) as to any Outparcel or to any property owned by the Declarant: any bona fide third party mortgage encumbering an Outparcel or such property of Declarant.
33. "Mortgagee" means (i) as to any Lot: any bank, savings and loan association, or other recognized institutional lender, any insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including, without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot or Outparcel, including Declarant; and (ii) as to any Outparcel or property of the Declarant, any bank, savings and loan association, or other recognized institutional lender, any insurer or guarantor of Mortgages and any other holder of Mortgages as to any Outparcel or property of the Declarant.
34. "Multi-Family Residential Building" shall mean and refer to a residential building constructed upon any Lot or Lots which contains two (2) or more Living Units.
35. "Multiple Use Parcel" means the property described on Exhibit I
36. "Multiple Use Parcel Owner" means the fee simple owner of the Multiple Use Parcel.
37. "Neighborhood" means a group of Lots or portion of the Property which is developed as a separate residential community as specified from time to time by the Declarant in a Supplemental Declaration, in which the Owners of the property comprising the Neighborhood have a common interest, separate from the interest of all the Owners. Such Lots and the improvements thereon may require a higher or lower level of maintenance or may have as an appurtenance certain recreational or other facilities which serve only the Owners of such Lots. Lots in a specified Neighborhood may be obligated to pay a Neighborhood Assessment for the additional maintenance of the Lots or Neighborhood Common Property, or in connection with a Multi-Family Residential Building, all as more fully hereinafter

described and as set forth in a Supplemental Declaration. In the event that the Declarant, or a purchaser of all Lots in a Neighborhood, elects to develop a portion of ANDROS ISLE under condominium ownership, such condominium shall constitute a Neighborhood and Owners of such condominium units shall be subject to the terms and conditions of this Declaration as well as the applicable declaration of condominium. Additionally, in the event that Declarant, or a purchaser of all of the Lots in a Neighborhood, elects to develop a portion of ANDROS ISLE entirely with Multi-Family Residential Buildings, nothing herein shall prevent the creation of a sub-association for the purpose of, among other things, maintenance, repair and replacement of Common Roofs or Party Walls. Each Owner, however, unless otherwise agreed by Declarant and the Association shall continue to be directly responsible for payment of Assessments directly to the Association.

38. "Neighborhood Common Property" means any Common Property which is restricted to the common use and enjoyment of the Owners of one or more Neighborhoods. All covenants, conditions, restrictions and easements affecting Common Property shall apply to Neighborhood Common Property except that the use and benefit of the Neighborhood Common Property and the cost of maintenance shall be restricted to the Owners in the Neighborhood.
39. "Neighborhood Committee" means, if provided for by the Declarant or the Board, the persons elected by the Owners within the Neighborhood, if any, for the purpose of consulting with the Board in certain matters concerning the Neighborhood. The procedures for election of a Neighborhood Committee and the authority of the members thereof shall be set forth in a Supplemental Declaration executed by the Declarant or the Association. No Neighborhood Committees shall be created before Turnover, except by the Declarant.
40. "NPBCID" or "District" means the Northern Palm Beach County Improvement District, or its successors and assigns, which is a taxing district under the laws of Florida. All Lots within ANDROS ISLE and Outparcel(s) are a part of NPBCID and all Owners shall be subject to the taxes and assessments levied in connection with the ANDROS ISLE portion of NPBCID.
41. "NPBCID Property" or "District Property" means such property, including but not limited to central roadways, wetland areas, canals, lakes or other waterbodies and areas surrounding such that are conveyed (in fee or by grant of easement) to the District or for which the District has assumed responsibility for maintenance or administration.
42. "OLLC Parcel" means the property described as Exhibit I, which is attached hereto and made a part hereof.

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43. "OLLC Parcel Owner" means the fee simple owner of the OLLC Parcel.
44. "Outparcel(s)" means, collectively, the Apartment Parcel, the Community Shopping Center Parcel, the OLLC Parcel, and the Multiple Use Parcel.
45. "Outparcel Owner(s)" means, individually and collectively, as may be applicable to their respective properties, the Apartment Parcel Owner, the Community Shopping Center Parcel Owner, OLLC Parcel Owner, and Multiple Use Parcel Owner. Outparcel Owner(s) shall not include any Mortgagee, unless and until such Mortgagee acquires fee simple title to such Outparcel.
46. "Outparcel (s) Share" means (i) with respect to the Stormwater Management System, the respective share for each Outparcel to be used to determine the applicable Annual Parcel Assessment, as such percentages are set forth on Exhibit K attached hereto and made a part hereof, and (ii) with respect to the Connector Road, a fifty (50%) percent share for the costs of maintenance, repair and resurfacing of the Connector Road to be borne by the Community Shopping Center Parcel and a fifty percent (50%) share for the costs of maintenance, repair and resurfacing of the Connector Road shall be borne by the Association. The Outparcel Share shall not be adjusted regardless of the addition or removal of Property under this Declaration.
47. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include any Mortgagee, unless and until such Mortgagee acquires fee simple title to such Lot. The term "Owner" does not include the record Owner of the Apartment Parcel, the Community Shopping Center Parcel, and the Multiple Use Parcel.
48. "Party Wall" shall mean and refer to the common walls which are built to divide Living Units as a part of the construction of a Multi-Family Residential Building and intended to be placed on the dividing line (whether or not such wall is actually built on the dividing line) between Lots underlying such Multi-Family Building.
49. "Permits" means any permits, easements or other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property, including without limitation the Permits issued by the Florida Department of Environmental Protection, Florida Department of Natural Resources, the South Florida Water Management District, the Army Corps of Engineers, the Northern Palm Beach County Improvement District, and the Florida Department of Transportation.

50. "Plat" means the Plat of ANDROS ISLE, as recorded in Plat Book 81, pages 87 through 98 of the Public Records of Palm Beach County, Florida.
51. "Property" means the Initial Property and all such portions of the Additional Property which may, from time to time, be subjected to the terms hereof by a Supplemental Declaration in accordance with the terms of Article XI. Property shall exclude any portion of the land which is dedicated to the public or for the exclusive use by a utility company.
52. "Recreational Property" means the clubhouse, tennis courts, racquet ball courts and other facilities as Declarant may construct on the portion of the Common Property described on Exhibit L and which is or shall be conveyed or dedicated to the Association.
53. "Residence" means any single family residential dwelling or a unit in a multi-family dwelling constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities.
54. "SFWMD" means the South Florida Water Management District.
55. "Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40E-4, 40E-40 or 40E-42, Florida Administrative Code.

II.

Association

A. Members. Every Owner shall be a mandatory Member of the Association in accordance with this Article. Every Outparcel Owner shall be a Limited Member of the Association in accordance with this Article. Membership shall be appurtenant to and may not be separated from title to each Lot. Limited Membership shall be appurtenant to and may not be separated from title to each Outparcel, and may not be subdivided or assigned to purchasers of less than the whole of an Outparcel (but which may be assigned to an association representing all owners of all portions of an Outparcel). Membership shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Limited Membership shall be transferred automatically by conveyance of the title to any Outparcel (s), whereupon the membership of the previous Outparcel Owner shall

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automatically terminate. Persons or entities which have an interest in any Lot or Outparcel (s) merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner or Outparcel Owner shall retain the membership in the Association. Provided further that, for so long as Declarant owns any portion of the Property, the Declarant shall also be a member of the Association.

B. Voting Rights. The Association shall have two classes of voting Members and one non-voting class of Limited Members:

1. Class A Voting. Class A Members shall be all Owners, with the exception of Declarant while the Class B Membership exists. Class A Members 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; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, Association, trust, or other entity (with the exception of Declarant), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws. Provided, however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot is used consistent with the definition of a Reconfigured Lot, the Owner thereof shall have only one vote in Association matters.
2. Class B Voting. The Class B Member shall be Declarant and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):
 - (a) Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.
 - (b) Such earlier date as Declarant, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as Declarant owns at least five (5%) percent of the Lots within the Property, the Declarant may appoint the minority members of the Board, or not less than one (1) Director. After Turnover, the Declarant shall be a Class A Member with respect to the Lots which it owns, and shall have all the rights and obligations of

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the Class A Members, except that it may not cast its votes for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board.

3. Class C (Non-voting). Class C Members shall be Limited Members and are the Apartment Parcel Owner, the Community Shopping Center Parcel Owner, and the Multiple Use Parcel Owner. The Class C Members are nonvoting members. Class C Members' sole right hereunder shall be the right to review budgets and assessments related to the Stormwater Management System, the Conservation area, the Connector Road (only as to the Community Shopping Center Parcel Owner), and other portions of the Budget that may be assessed to Class C Members, and to provide written comments to the Association with respect thereto to the extent the budget may contain errors pertaining to Annual Parcel Assessments. However, the Association has the sole right to determine the budget and necessary expenditures related thereto, subject to the accounting and Assessment limitations set forth herein.
4. Actions Requiring Membership Approval. In addition to the election of directors after Turnover, the Class B Members, after Turnover, shall vote with respect to certain matters all as more fully set forth in the Articles. Otherwise, the operation and management of the Association shall be vested in the Board.

III.

OWNER'S RIGHTS AND DUTIES

A. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

1. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
2. The right of Declarant or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Declarant's right to reserve easements for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all Common Property (so long as such do not unreasonably restrict the rights of the Outparcel Owners provided in this Declaration).
3. All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.

4. The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.
5. All easements and restrictions of record affecting any part of the Common Property.

Provided however, to the extent that any Common Property is Neighborhood Common Property, as designated in the deed to convey such Neighborhood Common Property to the Association, the use and enjoyment of such Neighborhood Common Property shall be restricted to those Owners specified in the deed of conveyance and the expenses of owning and maintaining the same shall be assessed solely against the Owners with designated use rights as a Neighborhood Assessment.

B. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Lot.

C. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Declarant are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the damaged area or property in a good and workman like manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement. In order to discourage Owners from abandoning their duties hereunder, and additionally to reimburse the Association for the administrative expenses incurred as a result of such abandonment, the Association may impose an additional administrative charge of not more than twenty-five percent (25%) of the cost of the applicable remedial work in the aforesaid repairs or maintenance. No bids need to be obtained for any of the work performed by the Association pursuant to this Section and the person(s) or companies performing such work may be selected by the Association in its sole discretion.

D. Maintenance. Each Owner shall, at their own cost and expense, keep all parts of their respective Lot, including the Residence or Improvements thereon, clean and free of debris, and in good order and repair. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence or Improvements. Each shall also maintain all landscaping on its respective Lot, or property including any portion of the right of way which is bounded by their front property line, the continuation of their side property lines, and the paved portion of any road adjacent to the property. The foregoing obligation shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. Each Owner whose property abuts any lake, canal or drainage ditch shall be responsible to irrigate and pay for

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the water to irrigate the area adjacent to such lake, canal, or drainage ditch regardless of whether such area is within a tract owned by the Association or within a drainage easement in favor of the Association, the NPBCID or another entity or agency. All maintenance and repair shall be performed by each such Owner at regular intervals as shall be necessary to keep the property in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided. If an Owner fails to maintain its property, and the adjacent road right-of-way area between the property and the paved road in good order and in a clean and attractive manner, the Association, after ten (10) days written notice to the Owner, and with the approval of the majority of the Board, shall have the right to enter upon such property to correct, repair, restore, paint, maintain, and landscape any part of such property or the adjacent portion of the road right-of-way at the area between the property and the paved road. The cost of such repairs or maintenance shall be an Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor. In order to discourage Owners from abandoning their duties hereunder, and additionally to reimburse the Association for the administrative expenses incurred as a result of such abandonment, the Association may impose an additional charge of not more than twenty-five percent (25%) of the cost of the applicable remedial work in the aforesaid repairs or maintenance. No bids need to be obtained for any of the work performed by the Association pursuant to this Section and the person(s) or companies performing such work may be selected by the Association in its sole discretion.

E. Party Walls and Common Roofs.

To the extent any portion of Andros Isle or any Neighborhood is to be developed with Party Walls and/or Common Roofs, the Declarant may, but shall not be obligated to, establish the rights and responsibilities with respect thereto, including the rights of the Association, and provisions for assessments applicable to those portions of Andros Isle or Neighborhoods, in a Supplemental Declaration hereto. If the Declarant does not, the Builder shall provide for the maintenance, repair and replacement of such Party Walls and Common Roofs and may form a sub-association for that purpose. Neither the Declarant nor the Association shall be responsible for the maintenance, repair and replacement of such Party Walls and Common Roofs.

F. Lawn and Tree Maintenance.

As to Lots only, the Association shall provide for the mowing of front yard lawns and, unless such have been fenced, rear yard lawns, and shall provide for general tree trimming of trees initially planted by the builder of the applicable residence. The Association shall not be responsible for fertilizer, pesticides or other treatments of lawns or other landscaping. If an Owner should erect a rear yard fence, that Owner shall be solely responsible for its rear yard lawn and tree maintenance.

G. NPBCID/District.

1. All Owners and their respective Lots, and all Outparcel Owners and their respective Outparcel(s) are a part of Units of Development No.5 and Sub-Unit of Development No. 5D of the NPBCID and subject to all terms and conditions governing the NPBCID, including all financial obligations in connection therewith. The NPBCID imposes fees, taxes or assessments, or fees, taxes and assessments on this property through the special taxing district. These fees, taxes and assessments will pay for the construction, operation, and maintenance costs of certain facilities within the NPBCID and the Property. These fees, taxes and assessments are in addition to the County and all other taxes and assessments provided for by law. Each Owner and Outparcel Owner, covenants and agrees that its Lot or unit, or Outparcel (s), as the case may be, is located within NPBCID and such Owner and the further understand and agree that Owner and Outparcel Owner, shall be responsible to pay such taxes and assessments as may be levied by the NPBCID each year. Each Owner and Outparcel Owner, understand and agree that the NPBCID's tax rate is subject to change from tax year to tax year, depending upon the NPBCID's annual budget and the NPBCID's requirements for the construction and maintenance of and improvements to the Stormwater Management System which services the Property. The purpose of this provision is to disclose to each Owner and each Outparcel Owner, the obligations of Owner and Outparcel Owner, to the NPBCID.

2.a. Each Owner and Outparcel Owner hereby acknowledge that the construction and improvement of the Stormwater Management System within the Property is the subject of bond financing by the NPBCID (or in the future through another District) and further acknowledges that additional bonds (or other financing) may exist in the future and encumber all or a portion of the road system and Stormwater Management System servicing the Property and Outparcel(s). Notwithstanding the foregoing, neither Declarant nor Association shall seek additional financing from the NPBCID which would impose any financial obligation on any Outparcel or Outparcel Owner except for capital improvements to the Stormwater Management System which are functional (as defined in Article IV, Section D 4.) rather than merely aesthetic in nature.

h. Each Owner hereby acknowledges that Declarant or its affiliated entities, may, but shall not be obligated, to provide financing for construction or maintenance of roadways servicing Andros Isle. In the event Declarant or its affiliated entities or designees provides such financing and holds a security interest, such as a mortgage, on said roadways, the Association and/or each Owner by virtue of Assessments, may become responsible for a share of the payment of such indebtedness to the extent provided herein. Any financing provided by Declarant or its affiliated entities for construction or maintenance of roadways servicing the Property shall be deemed separated and in addition or alternative to bond or other financing by NPBCID. Notwithstanding the foregoing, neither Declarant nor Association shall seek additional financing from the NPBCID, which would impose any financial obligation on any Outparcel or Outparcel Owner except for certain capital improvements to the Stormwater Management System to the extent permitted under subsection 2.a. above.

c. There exists the possibility that any bonds issued by the NPBCID or any other District relative to the Property, the Conservation Areas or any roadway or Stormwater Management System could be subject to purchase or redemption by the Declarant, its affiliated entities or designees, wherein a mortgage or other security would be held by the Declarant, its affiliated entities or designees relative to such purchase or redemption of the NPBCID bonds or the District bonds. In such event, each Lot and Outparcel (s) shall be subject to assessment in the same manner as such Lot and Outparcel (s), may be subject to assessment or taxes levied by the NPBCID or the District. In the event that a security interest is to be granted on any roadway within the Property or servicing the Property, the security instrument shall provide that each Owner shall continue to have a right of access over the mortgaged property to their respective Lot or property, as the case may be, and that such right of access shall not be disturbed by the holder of the security interest. The terms of such security interest and financing shall be no less favorable than would have been provided by the NPBCID.

3. The Declarant, the Association, the NPBCID or other District or South Florida Water Management District ("SFWMD"), shall have equal and independent rights to enforce any and all of the covenants and restrictions set forth in the Declaration which apply to or are designed to protect the Stormwater Management System which services the Property and the Outparcel(s). Enforcement of those covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, and may seek to restrain violation or to recover damages against the Lots, and Owners thereof, the Outparcel (s), and the Outparcel(s) Owners, which violate any of the provisions of this Declaration. Failure by the Declarant, the Association, the NPBCID or other District, to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to so enforce create any liability on the part of the Declarant, the Association, the NPBCID or the District or SFWMD. In any action or proceeding under this section, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees including attorney's fees and costs on appeal.

IV.

COMMON PROPERTY AND EASEMENTS

A. Common Property.

1. **Title.** Declarant shall retain title to the Common Property within ANDROS ISLE until such time as Declarant conveys such Common Property or any portion thereof to the Association by recorded instrument. All remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by Declarant at such time as Declarant no longer owns any of the Property. Notwithstanding the foregoing, no part of the

Common Property may be conveyed to any party (other than the Association), dedicated to the public (other than the roads and easements as shown on the plat of the Property or as otherwise necessary or convenient for the development of the Property), mortgaged, or otherwise encumbered without (a) the written consent or vote of the Class A Members as provided in the Articles and (b) until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

2. Maintenance. It shall be the duty of the Association to manage and maintain the Common Property, Stormwater Management System, and Conservation Areas (unless such has been delegated to the NPBCID by conservation easement or deed, in which event the NPBCID shall maintain the Conservation Areas and the NPBCID shall assess the Lots and the Parcel for the cost thereof) in a clean, attractive, sanitary and serviceable condition, and in good order and repair. The Association (or the NPBCID if such has been granted a conservation easement or deed noted above), shall manage the Conservation Areas in accordance with the maintenance and monitoring plan and the Environmental Resource Permit collectively attached hereto as Exhibit M and in accordance with the applicable permits and requirements of the SFWMD. The Association shall have the authority to convey or grant such conservation easements or other interests in the Conservation Areas to NPBCID, SFWMD, or other applicable governmental agency. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Declarant as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board. The Association shall also maintain all landscaping on the Common Property, provided, however, that neither Declarant nor the Association shall be deemed a guarantor of such landscaping.
3. Recreational Facilities. The Association shall manage the operation of the Recreational Facilities for use by the Owners and shall establish rules and regulations for such use, including but not limited to:
 - a. Hours of operation;
 - b. Security deposits and minor charges for use of the Recreational Facilities;
 - c. Persons entitled to use of the Recreational Facilities.

B. Utility Easements.

1. **Blanket Easement.** Declarant reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement reserved herein shall be deemed to be vacated with respect to the portion of the Lot on which the Residence and other approved improvements are located.
2. **Lot Easements.** Declarant reserves for itself, its successors, assigns and designees, including without limitation the City of West Palm Beach, a ten foot (10') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, and irrigation lines and for drainage. In the event that the Owner shall construct any Improvements within any easement area specifically reserved on a Lot, and in connection with the exercise of the Declarant's rights hereunder, the Declarant is required to remove such improvements, the repair, replacement or restoration of such improvements shall be at the cost and expense of the Owner.
3. **Cable Television Easements.** Declarant reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

C. Central Cable Telecommunications and Electronic Monitoring Systems.

1. Declarant reserves and retains to itself, its successors and assigns:

(A) The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which Declarant installs or causes to be installed within the Property, together with a perpetual easement for the placement and location thereof,

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including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

(B) A perpetual easement for ingress and egress over the Property, to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

(C) The right to connect the central telecommunication and electronic monitoring system to such receiving sources as Declarant may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the cable television, security and/or electronic monitoring service in Palm Beach County, Florida, for which service Declarant, its successors and assigns shall have the right to charge every Owner a reasonable fee not to exceed the maximum allowable charge for such services as from time to time may be defined by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (C) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by the cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and

(D) The right to empower a licensee or franchisee to provide exclusive cable telecommunication, security and/or electronic monitoring services within ANDROS ISLES, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Declarant may, in its sole discretion, deem appropriate. EACH OWNER'S ASSESSMENT SHALL INCLUDE A SPECIFIED MONTHLY CHARGE TO EACH LOT FOR THE FEES CHARGED TO THE ASSOCIATION FOR BASIC CABLE TELEVISION SERVICE AND ELECTRONIC MONITORING SERVICES PURSUANT TO ANY SUCH EXCLUSIVE AGREEMENT, WHETHER OR NOT ANY OWNER ELECTS NOT TO USE SUCH SERVICES. The Association currently has an exclusive agreement with Comcast Cablesystems, a copy of which is available for inspection upon request. Upon the Turnover Date, the Association shall assume, if not already assumed, all obligations under such exclusive agreements for cable television and/or electronic monitoring services. The Association recognizes that such agreements benefit ANDROS ISLE and the Owners and the beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Master Association will not unreasonably cancel such agreements.

2. **Electronic Monitoring Services.** Declarant, the Association, their successors or assigns or licensees or franchisees, and the cable television or electronic monitoring system operator may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF

SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, ROBBERY, OR OTHERWISE, NOR THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

3. **Electronic Monitoring Systems Requirements.** Each residence must be equipped with an electronic monitoring system which shall be compatible with the central monitoring system to be installed by Declarant. Builders on each Lot shall be required to pre-wire for the central monitoring system and tie in when the central system is operational. Owners shall pay a specified monthly sum as part of the Assessment for the cost of the central monitoring system.

D. Stormwater Management System.

1. **Easement.** The plan for the development of the Property and the Outparcel(s) includes the construction of a Stormwater Management System, with such capacities to serve the Property and the Outparcel(s), as provided in the permit and approvals issued by the SFWMD, as required pursuant to the regulations and

approvals of the SFWMD, which may include, without limitation, retention and detention lakes, swales, conduits, weirs, pipes, pumps, buffer areas and berms across the rear of certain Lots and Outparcel(s). Declarant, and each Outparcel Owner, hereby reserves for itself, its successors and assigns, and grants to the Association, NPBCID and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage and storage of stormwater from the Property and the Outparcel(s). To the extent that any portion of the Stormwater Management System is located on an Outparcel, the Outparcel Owner hereby grants to Declarant and to the Association, and their respective successors and assigns, a non-exclusive, perpetual, alienable easement and right over, under, and across any portion of the Outparcel(s) included within the Stormwater Management System, and reasonable ingress and egress across the Outparcel thereto, for the purpose of maintenance, repair and replacement of any element, component or part of the Stormwater Management System. The Outparcel Owner may grant a specific easement, subject to the reasonable approval of the Declarant and/or the Association, which shall then replace the easement granted herein. The Declarant hereby grants to the Outparcel Owners, and their respective successors and assigns, a non-exclusive, perpetual, alienable easement and right over, under, and across the Stormwater Management tracts shown on the Plat for the purpose of stormwater flowage, storage, and drainage. The Declarant may grant a specific easement, subject to the reasonable approval of the Outparcel Owners, which shall then replace the easement granted herein.

2. Maintenance Easement. Certain portions of the Stormwater Management System may be maintained by NPBCID, the City of West Palm Beach, the County, and/or the Association. In connection therewith, the entity providing maintenance is hereby granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot or Outparcel which is a part of the Stormwater Management System, to operate, maintain, and repair the Stormwater Management System as required by the SFWMD approvals. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots or any portion of the Stormwater Management System located within an Outparcel, perform any wetlands' mitigation, and take other actions, as part of the Stormwater Management System, or take any other action reasonably necessary, following which the Association shall restore the affected property to its original conditions as nearly as practicable; provided, however, that the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. The Association shall give reasonable notice of its intent to take such action to all affected Owners or Outparcel Owners, unless, in the opinion of the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole

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option of the Association and shall not be construed to obligate to take any affirmative action in connection therewith. The Owners of Lots or Outparcel Owners of Outparcel(s), adjacent to any portion of the Stormwater Management System are granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such Stormwater Management System.

3. Maintenance. The Declarant reserves the right, in its sole discretion to perform the maintenance, operation, and repair of the Stormwater Management System in accordance with the Permits and subject to the regulations and approvals of SFWMD or to assign such rights and obligations to the City of West Palm Beach, the County, the NPBCID or the Association. Notwithstanding the foregoing, if and until such rights and obligations are assigned by written agreement, the Association shall be solely responsible for the operation and maintenance of the Stormwater Management System. Additionally, the Association, its successors and assigns shall have the right and authority to grant to the SFWMD such easements over the applicable portions of the Stormwater Management System in accordance with the requirements of Florida Statute Section 704.06. The Owners of Lots (and Outparcel Owners with respect to their respective Outparcel(s)) adjacent to the Stormwater Management System shall remove and dispose of trash which may accumulate in the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time), shall keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner so as to prevent erosion. It is each Owner's and Outparcel Owners responsibility not to remove native vegetation that becomes established within the wet retention and detention ponds abutting or within such Lot or Outparcel. Removal includes dredging, the application of herbicide and cutting. Owners and Outparcel Owners should address any questions regarding authorized activities within the wet retention and detention ponds to the SFWMD. It shall further be the responsibility of each Outparcel Owner at the time of construction of a building, residence or structure, to comply with the construction plans for Stormwater Management System pursuant to Chapter 40E-4, F.A.C., as approved and on file with SFWMD.
4. Improvements. In the event that Declarant, an entity designated by Declarant, or the Association shall construct any bridges, docks, bulkheads, or other improvements which may extend over or onto the retention and detention area within the Stormwater Management System, or shall construct any similar improvements to support or enhance the Stormwater Management System, the Association shall maintain all such improvements in good repair and condition. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System

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without the prior written consent of SFWMD and/or NPBCID and the approval of the ACC, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by SFWMD and/or NPBCID and installed by any Owner or Outparcel Owner shall be maintained by such Owner or Outparcel Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System shall also require the prior written approval of the SFWMD. The Outparcels Owners shall only be subject to Assessments for any such capital improvements which are functional in nature and are not merely aesthetic improvements. For purposes of the Declaration, the term 'functional' as applied to the Stormwater Management System, shall mean that the improvements facilitate the flowage, drainage, or stormwater retention functions of the Stormwater Management Systems.

5. Use and Access. Association and NPBCID shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System (including but not limited to recreational use), and shall have the right to deny such use to any person who, in the reasonable opinion of Association or NPBCID, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners or Outparcel Owners shall be subject to and limited by the rules and regulations of Association and NPBCID, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Association and NPBCID. The Owners and Outparcel Owners shall have access to the Stormwater Management System only over that portion of the Common Property designated for such purpose by Association or NPBCID. Only the Association and NPBCID shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention and detention lakes.

6. LIABILITY. NEITHER DECLARANT, NPBCID NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, OUTPARCEL OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, AND EACH OUTPARCEL OWNER FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT, NPBCID AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

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NEITHER DECLARANT, NPBCID, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS, OUTPARCEL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS.

7. Wetlands and Jurisdictional Land. This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and each and every Owner and Outparcel Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping, or removal of plant life existing on its respective Lot or Outparcel. Further, in the event berms are constructed within

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Lots or the Outparcel(s) which are contiguous to any jurisdictional lands, the Owners and Outparcel Owners thereof shall not remove or modify the berms without the consent of the applicable governmental entities. All Owners within ANDROS ISLE are advised that their Lots may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements. The Association shall be responsible for perpetual maintenance of any Conservation Areas (preserved/restored/created wetlands areas and upland buffer zones) and shall enforce the requirements hereof against Owners and Outparcel Owners as necessary to enforce the conditions of any conservation easement(s) and of the SFWMD approvals. No Owners or Outparcel Owners may alter wetlands and upland buffers from their natural/permitted condition with the exception of: exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation, may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine. Owners and Outparcel Owners are responsible for the perpetual maintenance of any signage required by the permit located on their Lot or on their respective Outparcel. THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION-WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

8. Rights of the SFWMD. Notwithstanding any other provisions contained elsewhere in this Declaration, SFWMD shall have the rights and powers enumerated in this paragraph. SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SFWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas or swales, without the prior written approval of SFWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common

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Property, must have prior written approval of SFWMD. In the event that portions of the Stormwater Management System are maintained by the Association and the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by SFWMD.

E. Access Easements as to Connector Road. Declarant and the Association hereby grant to the Community Shopping Center Parcel Owner and the Apartment Parcel Owner, for the use and benefit of the Community Shopping Center Parcel Owner and the Apartment Parcel Owner, their respective successors and assigns, tenants and subtenants, invitees, patrons and customers a, non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress across and through the portions of the Connector Road lying within ANDROS ISLE and the real property described on Exhibit F-2 hereto. The Community Shopping Center Parcel Owner and the Apartment Parcel Owner hereby grant to the Declarant, the Association and the Owners of Lots for their use and benefit, and the use and benefit of their respective successors and assigns, tenants and subtenants, invitees, patrons and customers a, non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress across and through the portions of the Connector Road lying within the Community Shopping Center Parcel and the Apartment Parcel, respectively, and the real property described on Exhibit F-3 hereto. The Association shall maintain the Connector Road, as provided in this Declaration and, in order to permit the Association to accomplish such maintenance, in addition to the aforementioned easement, the Community Shopping Center Parcel Owner and the Apartment Parcel Owner grant a non-exclusive easement for the maintenance, repair, and replacement of the portions of the Connector Road lying within the Community Shopping Center Parcel and Apartment Parcel, respectively.

F. Declarant's Rights. Declarant, and its successors and assigns, so long as Declarant owns one or more Lots, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein. (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change and provided further that such actions shall not materially adversely affect access to the Outparcel(s) or materially interfere with the right of way of the Outparcel Owners under this Declaration. Owners of Lots, or Outparcel Owners of Outparcel(s), subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots, or Outparcel Owners of Outparcel(s) subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

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G. Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats of portions of the Property which are recorded or to be recorded in the Public Records of the County.

H. Notices and Disclaimers As To Security. The Association may, but shall in no manner be obligated to maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, ITS AFFILIATES OR SUCCESSORS SHALL IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, NEITHER THE ASSOCIATION, THE DECLARANT, ITS AFFILIATES OR SUCCESSORS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE THE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

Each Owner and occupant of any Lot or Living Unit, and their respective guests, tenants and invitees, as applicable, acknowledges and understands that the Association, its Board and Officers, Declarant, its affiliates, successors and designees are not insurers and that each Owner and occupant and their respective guests, tenants and invitees assumes all risks for loss or damage to persons, to Living Units, Lots and improvements thereon and to the contents of Living Units or Lots, and further acknowledges that the Association, its Board and Officers, Declarant, its affiliates, designees and successors, have made no representations or warranties, nor has any Owner or occupant, or their respective guests, tenants or invitees, relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system, burglar alarm controlled access gate, if any, or other security systems recommended or installed for any security measures undertaken within the Property.

I. Use of Property Name. All parties owning or otherwise making any use of any portion of the Property shall be deemed by virtue of accepting such Ownership or making such use, to have covenanted and agreed that (i) "ANDROS ISLE" is, or will become a registered trademark of the Declarant, (ii) except as provided below, no usage of that mark or name or any variation thereof will be made in naming or referring to any business or activity within or outside of the Property or in describing or referring to the location of any business or enterprise conducted within or outside of the Property and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of the Declarant.

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V.

UTILITIES

A. Water System. The central water system which is operated and maintained by the NPBCID and/or City of West Palm Beach provides for water service of the Property and shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof, and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

B. Sewage System. The central sewage system which is operated and maintained by the NPBCID and/or City of West Palm Beach provides for service of the Property and shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged into the open ground or in to any marsh, lake, pond, park, ravine, drainage ditch, canal or roadway.

C. Outparcel(s). Each Outparcel Owner is responsible for all utilities to their respective Outparcel(s).

VI.

COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Annual Lot Assessments. For each Lot within the Property, Declarant covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments applicable to the Lots ("Annual Lot Assessments") levied by the Association for the improvement, maintenance, and operation of the Common Property, and the obligations of that the Association is required to or may perform under this Declaration or any plat of all or a portion of the Property, including, without limitation, the management and administration of the Association, and the furnishing of services as set forth in this Declaration and all general activities and expenses of the Association incurred administration of duties granted under this Declaration. In addition, the Association may enter into agreements with NPBCID to fund certain maintenance and operation of NPBCID facilities on such terms and conditions as NPBCID and the Association may, from time to time, determine and the cost of such funding shall also be a part of the Association budget.

As further hereinafter described, the Board, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including any contingencies and reserves it deems necessary or convenient. The Board shall set the date or dates such Annual Assessments

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shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board, and be declared due and payable in full. Reconfigured Lots, for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment.

B. Annual Parcel Assessments. For each Outparcel, and Outparcel Owners, by joining herein and/or by acceptance of a deed or other conveyance, agrees to pay Annual Assessments applicable to the Outparcel(s) ("Annual Parcel Assessments") by the Association for the maintenance, repair, replacement, and operation of the Stormwater Management System, and the furnishing of services and the expenses of the Association included with respect to the Stormwater Management System. The Community Shopping Center Parcel shall pay fifty (50%) percent of the costs of maintenance, repair and replacement of the Connector Road. The Outparcels may be subject to Assessments for improvements to the Stormwater Management System only as provided in Article IV, Paragraph D.4 of this Declaration.

The Annual Parcel Assessment shall be set at a level of the actual costs to maintain, repair and replace the Stormwater Management System (and the Connector Road as to the Community Shopping Center Parcel) plus reasonable reserves, if so established by the Declarant or the Association as appropriate. The Declarant, or the Association, as may be applicable at the time, shall maintain a separate budget line item(s) for the fees and the costs associated with the operation, maintenance, reconstruction, repair and replacement of the Stormwater Management System (and as to the Community Shopping Center Parcel as to the Connector Road). The Board shall set the date or dates such Annual Parcel Assessments shall become due and may provide for collection of Assessments to be payable annually, in monthly, quarterly or semi-annual installments.

C. Special Assessments. In addition to the Annual Assessments, the Association may levy, by majority vote of the Board, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners as provided in this Declaration, the Articles and/or the Bylaws. Special Assessments may be levied against the Outparcel Owners only with respect to the costs of reconstruction, repair or replacement of any capital improvement associated with the Stormwater Management System (and the Connector Road, as to the Community Shopping Center Parcel) in accordance with each Outparcel Owner's Parcel Share. Outparcel Owners shall, however, be subject only to Special Assessments for capital improvements that are functional (as defined in Article IV, Paragraph D.4 of this Declaration) in nature (or which are required by governmental authority, the SFWMD, or the NPBCID) and not merely aesthetic improvements.

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D. Emergency Assessments. The Association may also levy an Emergency Assessment at any time by a majority vote of the Board, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Emergency Assessments may be levied against the Outparcel Owners only with respect to the Stormwater Management System (and the Connector Road, as to the Community Shopping Center Parcel) in accordance with each Outparcel Owner's Parcel Share. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board.

E. Lot Assessments. In addition to the Annual and Special Assessments authorized above, the Board, by majority vote, may from time to time levy a Lot Assessment against a particular Lot or Lots and the Owner or Owners thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of a capital improvement upon or serving the specific Lot or Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

F. Neighborhood Assessments. The Board may levy, from time to time, a Neighborhood Assessment, which sums shall be used for the purposes of:

1. Improvement, maintenance, and operation of the Neighborhood Common Property, including all cost thereof for operation, repair and replacement, including without limitation, any up grade or non-standard entrance signage or features, within the Neighborhood, lighting, irrigation, landscaping, recreational or decorative facilities and any improvements, designated for the sole use of the Owners within the Neighborhood;
2. Upgraded maintenance or upgraded services to Owners within the Neighborhood, for example, landscape services, painting or maintenance of housing exteriors;
3. For such other purposes as are set forth in the Supplemental Declaration establishing the Neighborhood.

G. Commencement of Annual and Neighborhood Assessments. The Annual and any Neighborhood Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner who intends to dwell in the Residence, other than Declarant or a builder constructing the Initial Improvements thereon. A portion of the initial Annual Assessment (but not more than a quarterly portion of any Assessment) on any Lot subject to Assessment shall be collected at the time title to such Lot is conveyed to the Owner. During the initial year of Ownership, each Owner shall be responsible for the pro rata share of the Annual

or Neighborhood Assessment charged to each Lot, prorated from the day of closing to the end of the calendar year on a per diem basis.

H. Assessment of Annual Parcel Assessments. The Declarant, or the Association, as may be applicable at the time, shall maintain a separate budget line item(s) for the fees and the costs associated with the operation, maintenance, reconstruction, repair and replacement of the Stormwater Management System (and as to the Community Shopping Center Parcel as to the Connector Road). The aforementioned fees and costs shall be part of the Annual Assessment of Owners of Lots and shall be the Annual Parcel Assessment of the Outparcel(s) and shall be treated as any other Assessment Charge as provided in this Declaration. Each of the Outparcel Owners shall be responsible for their respective Parcel Share of this Annual Parcel Assessment. The references in this Declaration to "Assessment" when being applied to the Outparcel(s) and the Outparcel Owners shall mean the assessment for fees and costs associated with the Stormwater Management System (and with respect to the Community Shopping Center Parcel, the Connector Road). To the extent that there is any excess in the separate budget line items provided above remaining in any year for Assessment purposes, such shall be carried forward in such separate budget line items for the following year, and the Assessments for that following year shall reflect the availability of such excess. Such budget line items referenced above in this Paragraph shall not be used by the Association for purposes other than as provided in the separate budget line item, without the consent of the Outparcel Owners.

I. Nonpayment of Assessments: Remedies of the Association.

1. Creation of Lien. The Assessment Charge is a charge and continuing lien upon each Lot, and upon the each Outparcel, with respect to the applicable assessments, provided above, subject to this Declaration. The lien provided for in this paragraph shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association, but shall relate back to the date of recording of this Declaration.
2. Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot (and each Outparcel Owner of an Outparcel, respectively) at the time when the Assessment was levied, and of each subsequent Owner and Outparcel Owner thereof. Each Owner of a Lot, (and each Outparcel Owner of an Outparcel) by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. Each Owner, by acceptance of title to a Lot, (and each Outparcel Owner by acceptance of title to an Outparcel or portion thereof) expressly vests in the Association the right and power to bring all actions against such Owner (and each Outparcel Owner) personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an

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action brought in the name of the Association in a like manner as a mortgage lien on real property. No Owner (and each Outparcel Owner) may waive or otherwise escape liability for the Assessment Charge by abandonment of their Lot (or Outparcel) or waiver of the use of the Common Property.

3. Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board, and may, upon resolution of the Board, bear interest at the highest percentage rate permitted by law, unless a lesser sum is approved by such Directors.
4. Estoppel Letters. Within a reasonable time (but in no event more than ten (10) days) after written request of any Outparcel Owner, the Association shall provide a certificate as to the status of payment of Assessments by the Outparcel Owner and the existence or non-existence of any Assessment Liens on the respective Outparcel.
5. Remedies. The Association may bring an action at law against the Owner or Owners, and the Outparcel Owner or Outparcel Owners, personally obligated to pay an Assessment Charge, or may foreclose the lien against the Lot or the Outparcel upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

J. Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge was first recorded against the Lot, or Outparcel, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot or the Outparcel Owner, shall not affect the Assessment Charge; however, the sale or transfer of any Lot or the Outparcel Owner, pursuant to foreclosure of a Mortgage or a deed-in-lieu of foreclosure thereof shall extinguish the lien of an Assessment Charge as to payments which became due prior to such foreclosure sale so long as the Association was properly joined therein. No sale or transfer shall relieve the transferee of such Lot, or Outparcel(s) from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner (or the respective Outparcel Owners) responsible for such payments from such Owner's and Outparcel Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

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K. Budget.

1. **Fiscal Year.** The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.
2. **Initial Budget.** Declarant shall establish the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant.
3. **Preparation and Approval of Annual Budget.** Commencing December 1st of the year in which a Lot is first conveyed to an Owner other than Declarant, and on or before December 1 of each year thereafter, the Board shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget may also include such reasonable amounts as the Board considers necessary to provide working capital for the Association, and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. The Board shall send to the Outparcel Owners, the portions of the Budget applicable to the Annual Parcel Assessments as provided above. The Budget shall be prepared in accordance with the limitations of Article VI, Paragraph H.
4. **Neighborhood Assessments.** The Board shall establish, from time to time, any Neighborhood Assessments to be calculated as set forth in the Supplemental Declaration for such Neighborhood. The Board may establish budget and appoint, in the Board of Director's discretion, the "Neighborhood Committee" to review and comment on such budget. The Board shall adopt the budget and levy the Neighborhood Assessment in accordance therewith, or may make such modifications thereto as it deems reasonable and necessary.
5. **Reserves.** The Association may, in its discretion, maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board may from time to time approve. The amount and manner of collection of reserves shall be as determined by the Board, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any

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other purpose unless approved as a Minor Amendment as described in the Articles. If the reserves are inadequate for any reason, including nonpayment of any Assessment, the Board may, at any time, levy a Special Assessment (including against the Outparcel(s) as specifically provided herein) in accordance with the provisions of this Declaration, which may be payable in a lump sum or in installments as the Board may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's (including the Outparcel Owner's) obligation to pay any and all Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Annual Assessment at (and the Outparcel Owner, as to its respective Annual Parcel Assessments the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise. Upon notification that a new budget was adopted, the same shall be deemed retroactive to the beginning of the then current budget year and each Owner and Outparcel Owner shall pay the increase, if any, in the annual assessment from the beginning of such year at the time the next assessment is due.
7. Accounts. Except as otherwise provided herein, all sums collected by the Board with respect to Assessments against the Owners and the Outparcel Owners may be commingled in a single fund.

- L. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; and (b) all Common Property. All Lots, Property or Additional Property owned by Declarant (including, without limitation, any Lot used or leased by Declarant) shall be exempt from payment of Assessments for so long as Declarant funds any deficit in the annual budget. Declarant shall fund such expenses only as they are actually incurred by the Association during the period that Declarant is funding the deficit. Declarant's obligation to fund any deficits shall terminate at such time as Declarant, in its sole discretion, elects to pay the Assessment for each Lot owned by it, or after Turnover, whichever shall first occur. Declarant may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Lots solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Declarant's exemption shall have no effect on Declarant's exemption hereunder.

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- M. Real Estate Taxes. In the event the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.
- N. Certificate of Payment. The Treasurer of the Association, or the management company authorized by the Board, upon demand of any Owner or Outparcel Owners liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.
- O. Working Capital Contribution. Upon acquisition of record title to a Lot with a Residence constructed thereon (for which a Certificate of Occupancy has been issued) by the first purchaser thereof or upon the first leasing of a Lot with a Residence constructed thereon (for which a Certificate of Occupancy has been issued), which ever first occurs, a contribution shall be made by or on behalf of the Owner of the Lot to the working capital of the Association in an amount equal to one twelfth (1/12) of the Annual Lot Assessment with respect to such Lot. This amount shall be in addition to and not in lieu of the Annual Lot Assessment applicable thereto, and shall not be considered an advance payment of any portion thereof. This amount shall be paid to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration. If the aforesaid working capital contribution is not paid, then the Association may levy a Special Assessment for such contribution and shall be entitled to collect the Special Assessment as provided in this Declaration.

VII.

ARCHITECTURAL CONTROL

A. Purpose. Except for the Initial Improvements, the Association through the ACC shall have the right to exercise architectural control over all improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Declarant owns any Lot, Declarant shall have the sole right to appoint all of the members of the ACC. Thereafter, the members of the ACC shall be appointed by the Board as designated in the Bylaws. If the Board fails to so appoint the ACC, then the Board shall constitute the ACC. The Declarant shall have the sole right to approve the Initial Improvements on the

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Property and the rights granted to the ACC with respect to the Property shall only be in effect for a Lot only after the Residence has been completed on such Lot. This Article VII shall not apply to improvements constructed on the Outparcels and neither the Association nor the ACC shall have the right to approve such improvements constructed or to be constructed on the Outparcels.

B. Construction on Lots Subject to Architectural Control.

1. **ACC Approval.** Except for the Initial Improvements as provided above, no construction, modification, alteration, or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot, unless and until a plan of such construction, modification, alteration, or improvement shall have been approved in writing by the ACC.
2. **Lot Improvements Subject to Approval.** Construction, modifications and improvements subject to approval by the ACC or Declarant, as applicable, specifically include, but are not limited to the design of the facade, side and rear portions of any building; painting or other construction or alteration of the exterior appearance of a Residence (including doors, windows and roof); installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of docks, fountains, screened enclosures, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and creation or alteration of lakes or similar features of the Property; and all other modifications, alterations, or improvements visible from any road or other Lots. All of the foregoing are jointly referred to herein as "Proposed Improvements".
3. **Procedures.**
 - (a) **Application.** It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ACC, or to Declarant as provided herein. The ACC or Declarant, as applicable, shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. Any requests shall be deemed approved if the ACC or Declarant, as applicable, fails to issue a written approval or disapproval with thirty (30) days of their proper submission. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications,

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if any, including a detailed landscape plan; (ii) an elevation or rendering of all Proposed Improvements, if any, (iii) samples of materials or paint colors and (iv) such other items as the ACC or Declarant may deem appropriate.

- (b) Basis for Decision. Approval shall be granted or denied by the ACC or Declarant as to improvements on any Lot shall be based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots from the entrance to the Property, and from the Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ACC or Declarant, will affect the desirability or suitability of the construction.

In connection with its approval or disapproval of an application, the ACC or Declarant shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ACC or Declarant, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ACC or Declarant to approve applications involving similar designs for different Lots.

- (c) Uniform Procedures. The ACC may establish uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit, the time and place of meetings, and the posting of a compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ACC. No submission for approval shall be considered by the ACC unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ACC. Declarant may establish separate guidelines and procedures for the submission of the plans and specifications for Initial Improvements.
- (d) Notification. Approval or disapproval of applications to the ACC shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ACC in accordance with the procedures adopted by the ACC. The ACC shall indicate its approval by stamping the plans with its seal and the date of approval. If the ACC disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ACC may be appealed to the Board of the

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Association, and the determinations of the Board shall be dispositive. If the ACC does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been approved. No construction (other than Initial Improvements) on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications. The Declarant shall give its notice of approval or disapproval within thirty (30) days from the date the Declarant receives all the required information. The determination of the Declarant with respect to the Initial Improvements shall be dispositive.

4. Variances. The ACC or Declarant, as applicable, may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental consideration require the same. A variance shall be evidenced by a document signed by the chairman of the ACC, if it involves a Proposed Improvement, or by Declarant, if it involves Initial Improvements. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority.
5. Enforcement. The Board shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ACC. The Declarant shall also have the authority and standing in courts of competent jurisdiction to enforce its decisions hereunder.

Without limiting the foregoing, the landscaping of the Lot shall be completed in accordance with the landscaping plan prior to the initial occupancy of the Residence or in the case of a Proposed Improvement, which require additional landscaping, constructed after the Initial Improvements, the landscaping must be completed within thirty (30) days from completion of the Proposed Improvement. In the event that the landscaping is not completed as provided herein, the Association or the Declarant shall have the right to enter upon the Lot and complete the landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association or Declarant in accordance with paragraph D of Article III of this Declaration.

6. Remedy for Violations. In the event any Proposed Improvement is constructed without first obtaining the approval of the ACC or Declarant, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ACC or Declarant, as applicable, or the provisions of this Article are otherwise violated, the ACC, as the authorized representative of the Association or the Declarant, shall have the specific right to injunctive relief to require the Owner, or Outparcel Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the ACC or Declarant may pursue any other lawful remedy available to it. In connection with this enforcement paragraph, the ACC and Declarant shall have the right to enter into any Lot or Residence, and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ACC or Declarant to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ACC's or Declarant's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.
7. Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Declarant reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant a variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Declarant, in the exercise of its sole discretion, determines that the release or a variance will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Declarant no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots.
8. No Liability. Notwithstanding anything contained herein to the contrary, the ACC and Declarant shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, or Outparcel Owner, their respective successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ACC or Declarant, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ACC, the Association, nor Declarant shall be liable for any defect or deficiency

in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

VIII.

PROTECTIVE COVENANTS

A. Protective Covenants for the Property. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of the Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Declarant or ACC approval set forth in this paragraph or elsewhere in the Declaration shall not be construed as a limitation on the requirements of Article VII of the Declaration or in any Supplemental Declaration. This Article VIII does not apply to the Outparcels, except as otherwise specifically provided in Paragraph B. below.

1. Lot Resubdivision. No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Declarant shall have the right to reconfigure Lots or modify subdivision plats of the Property if Declarant owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.
2. Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time share ownership of Lots shall be permitted without Declarant's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws, nor to prevent Declarant from converting the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Declarant or its designees from using one or more Residences as model homes or sales centers during the development and sale of the Property. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this paragraph by reason thereof.
3. Leasing of Lots. In the event an Owner leases the Lot or Living Unit, such lease shall contain a covenant that the lessee acknowledges that the Lot or Living Unit is subject to this Declaration and is familiar with the provisions hereof. If the lease of a Lot or

Living Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Owner. All costs and expenses of the foregoing shall be the cost and expense of such Owner. The Owner shall be liable and fully responsible for all acts of Owner's lessee and responsible for the compliance of the lessee of all provisions of this Declaration. Further, in no event shall a Lot or Living Unit be released more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months. Each lessee shall be subject to the approval of the Association in the same manner as provided in Article VII of this Declaration.

4. Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot or the Common Property so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Property. Any activity on a Lot or which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction activity on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board as to what may be or become a nuisance shall be conclusive.
5. Insurance. Nothing shall be done or kept in any Residence or Lot, or in the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.
6. Access. Owners shall allow the Board or the agents and employees of the Association upon reasonable notice and at reasonable times, to enter any Lot, for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.
7. Pets. No animals, livestock, or poultry shall be raised, bred, or kept any where within the Property, except that not more than two dogs, cats, or caged birds (or any combination thereof), not exceeding two animals, may be kept by an Owner or occupant of a Lot, but only if such permitted pets do not constitute a nuisance on the Property. All pets must be held or kept leashed or otherwise appropriately restrained

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- at all times they are on the Common Property, and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board. The decision of the Board in such matters is conclusive and shall be enforced by the Association.
8. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Declarant or any designee of the Declarant during the period of time that the Declarant or its designees are constructing improvements or marketing within ANDROS ISLE.
 9. Mailboxes. No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of ACC as to style and location.
 10. Outbuildings. No travel trailer, mobile home, boat, tent, storage building, free-standing garage, barn or outbuilding shall be, at any time, stored on a Lot.
 11. Motor Vehicles and Parking. No vehicles, except four wheeled passenger automobiles or standard sized pick up trucks not exceeding one-ton capacity, sports utility vehicles, or passenger vans, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a Residence on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view. The prohibitions on parking contained in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up; and delivery and other commercial services not to any vehicles of the Declarant. No parking on lawns shall be permitted. No overnight on-street parking shall be permitted.
 12. Offstreet Motor Vehicles. No motorized vehicles including, without limitation, two, three and four wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the

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ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes.

13. Visibility at Street Intersections. No hedge, shrub, or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five (25') feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten (10') feet from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of the intersections unless the foliage line is maintained at or above six feet (6') feet above the roadway intersection elevation to prevent the obstruction of sight lines.
14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further disposed of in accordance with the applicable rules of the County in its collection procedures.
15. Temporary Structures. Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Declarant or its designees, may install a sales trailer or other approved temporary structure on a Lot for use as a sales office or construction office during any development within ANDROS ISLE.
16. Oil and Mining Operations. No oil drilling, oil development, 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 any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.
17. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of in or under the Property, except in strict compliance with applicable rules and regulations.
18. Tree Preservation. No trees measuring four inches (4') or more in diameter at a point which is three (3') feet above ground level may be removed without the written approval of the Declarant, unless located within ten (10') feet of the Residence or accessory building or within ten (10') feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the

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Declarant. All tree removal shall be removed only in accordance with the City of West Palm Beach Tree Ordinance.

19. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, not shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.
20. Soliciting. No soliciting will be allowed at any time within the Property.

B. Outparcel(s). Improvements on any Outparcel shall be constructed and maintained in compliance with the applicable Outparcel Design Guidelines attached as Exhibit N and made a part hereof.

IX.

INSURANCE

A. Types of Coverage.

- I. Insurance of Common Property. The Board shall obtain liability insurance on the Common Property and, to the extent the Board deems reasonable or necessary, may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:
- a. Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.
 - b. Public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the Ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a

"severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. The Board shall review such limits once each year.

2. Insurance of the Lots and Outparcel(s). It shall be the responsibility of each Owner (Outparcel Owner, as to their respective Outparcel(s)) to obtain, at its own expense, liability insurance with respect to the ownership and use of its Lot or Outparcel, including the Residence or other improvements thereon, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner, as to their respective Lot, to obtain and maintain hazard insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residence and shall submit evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association upon request. The Association shall not be responsible for obtaining any such insurance or have any liability whatsoever in connection therewith.
3. Director and Officer Liability Insurance. The Board may obtain, as a matter of common expense payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board, in its discretion.
4. Other Coverage. The Board shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Owners. The Board may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

B. Repair and Reconstruction After Casualty.

1. Common Property. In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by Declarant or the ACC. The Board shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of

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reserves for the repair and replacement of such improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

2. Residences. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII above. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all obligations for landscaping on the part of Owner shall remain in effect.
3. Improvements. Any Outparcel Owner whose improvements are destroyed or damaged by fire or other casualty shall expeditiously proceed to rebuild and restore the improvements to the conditions existing immediately prior to such damage or destruction, or if the Outparcel Owner elects not to rebuild, the Outparcel Owner shall remove all remaining improvements and debris and screen the Outparcel from view from outside the respective Outparcel. In such event, all obligations for landscaping on the part of Outparcel Owner shall remain in effect.

X.

ASSOCIATION LIABILITY

A. Disclaimer of Liability. Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Declarant nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Outparcel Owners, occupant, or user of any portion of the Property, including, without limitation, Owners, Outparcel Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

B. Specific Provisions. Without limiting the generality of the foregoing:

1. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

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2. Neither Declarant nor the Association is empowered, nor they have been created, to act as an entity which enforces or insures compliance with the laws of the United States of America, the State of Florida, the County, or any other jurisdiction, or prevents tortious or criminal activities.
3. The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Declarant to protect the health, safety or welfare of any persons.

C. Owner Covenant. Each Owner, and Outparcel Owner (to the limited extent applicable thereto under this Declaration), for itself and their heirs, legal representatives, successors and assigns (by virtue of its acceptance of title of its Lot or Outparcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Declarant arising from or connected with any act or omission for which the liability of the Association or Declarant has been described in this Article.

XI.

PROPERTY SUBJECT TO THIS DECLARATION AND ANNEXATIONS THERETO

A. Existing Property. The Initial Property, together with Outparcel(s) (for the purposes provided herein) is the land which is initially subject to this Declaration.

B. Annexation.

1. By Declarant. Declarant shall have the right, but not the obligation, for a period of thirty (30) years after the date of recording this Declaration, from time to time and within its sole discretion so long as Declarant owns one or more Lots, without the consent of any Owner or Institutional Mortgagee, to annex all or any portion of the Additional Property or other parcel(s) now or hereafter acquired by it, as well as parcels of land owned by others, with their consent and joinder.

2. By Association. Alternatively, any portion of ANDROS ISLE which may from time to time be owned by the Association may be annexed to the Property by recording a Supplemental Declaration executed by the President of the Association and the Owner of the land to be annexed.

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C. Supplemental Declaration. Any such additions shall be made by the filing of record of one or more Supplemental Declarations with respect to the portion of the lands to be annexed. A Supplemental Declaration may contain any additions to or modifications of the provisions hereof applicable to the property to be annexed as may be necessary, in Declarant's judgment, to reflect the different character, if any, of such land that is the subject of the Supplemental Declaration, including, without limitation, any differences in the method or level of Assessments to be levied upon such property, taking into account the different nature or amount of services to be rendered to its Owners by the Association and any Neighborhood Common Property. A Supplemental Declaration shall become effective upon being recorded in the public records of the County.

D. Effect of Annexation. In the event that any portion of the Additional Property is subjected to this Declaration pursuant to the provisions of this Article XI, upon recording of the Supplemental Declaration, (a) such Additional Property shall be considered within the definition of the term "Property" for all purposes of this Declaration, and (b) all voting of each class of membership of the Association and all voting by the Owners hereunder shall be aggregated. Provided further, until any land is subjected to the terms of this Declaration by recording a Supplemental Declaration all such land may be conveyed, transferred, held, occupied and mortgaged free and clear of the terms and conditions hereof.

E. Withdrawal of Property. At any time Declarant may determine in its sole discretion to withdraw any portion of the Property owned by it from the terms and conditions of this Declaration by recording a Declaration of Withdrawal, executed by the Declarant and no further consent of any Owners or Mortgagees shall be required, provided however, any such withdrawal of property from this Declaration shall not, without the joinder and consent of the applicable Outparcel Owners, increase their respective liability more than their respective Outparcel(s) Share, nor shall the Connector Road or the Stormwater Management System benefitting the Outparcels be withdrawn without the consent of the Outparcel Owners.

XII.

GENERAL TERMS

A. Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Declarant, the Association, the Owners, and the Outparcel Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date of this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under

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Florida law to preserve its effect. Notwithstanding the expiration of this Declaration, the easements regarding the Stormwater Management System and the Connector Road shall not terminate without the consent by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration and without the consent of all of the Outparcel Owners. In the event that such easements are not terminated, the Outparcel Owners shall be responsible to pay the costs of maintenance, repair and replacement of the Stormwater Management System at the respective Outparcel Share and as otherwise provided herein for the Connector Road.

B. Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The damages from such condemnation shall be applied to repair and reconstruction of the improvements. If the improvements can not be repaired or restored the damages shall be deposited in Association account and be used as approved by the Board.

C. Notices. Any notice required to be sent to the Owner of any Lot or to the Outparcel Owner under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the Lot or Outparcel Owner and to the last known address of the person who appears as Owner of such Lot or Outparcel Owner on the records of the Association at the time of such mailing, if different.

D. Enforcement of Covenants. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Declarant, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner, for failure of the Owner, the Owner's family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

1. The Association shall notify the Owner or occupant, Outparcel Owner of the infraction(s) and the Owner or Outparcel Owner shall have ten (10) days to cure such violation. If such infraction is not timely cured, the Association shall notify the Owner, or occupant, or Outparcel Owner of the date and time of a meeting which shall be at least fourteen (14) days from the date of notice. The Owner, or Outparcel Owner, shall meet with a committee appointed by the Board.

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2. At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant, or Outparcel Owner, the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant, or Outparcel Owner, within twenty one (21) days after the date of the meeting.
3. If approved by the committee, the Board may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident. The maximum permitted fine may be increased from time to time by the Board, as permitted by applicable statutes. Fines shall not be levied against the Outparcels.
4. Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.
5. Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.
6. All monies received from fines shall be allocated as directed by the Board.
7. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by the Owner or occupant, or Outparcel Owner, shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not 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 occurring prior or subsequent thereto.

Notwithstanding the foregoing, the Association shall have no power or authority to levy any fines or penalties or otherwise to recover any damages from any Outparcel Owner as a result of any alleged violation of any of the restrictive covenants herein which are applicable to the Outparcel. In such instance the Association's sole and exclusive remedy shall be to enforce the applicable covenants by bringing an injunctive proceeding in a court of competent jurisdiction. The foregoing limitation shall not limit the Association's authority or ability to collect Annual

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Parcel Assessments, Special Assessments, Emergency assessments, or to file liens regarding the same, or to foreclose such liens in accordance with Florida law.

E. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot", "Property", or "Outparcel(s)" means all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and Outparcel(s) from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

F. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration which shall remain in full force and effect.

G. Rules and Regulations. All Owners shall comply with the reasonable rules and regulations adopted and amended from time to time by the Board, the ACC and this Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

H. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by a vote or written consent of the Owners of seventy five percent (75%) of the Lots subject to this Declaration. This paragraph shall not apply, however, to: (a) actions brought by the Association to enforce any provisions of this Declaration (including, without limitation, foreclosure of lien), (b) imposition of Assessments as provided herein, (c) proceedings involving challenges, to any taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) proceedings to enforce the requirements or for protection of the Stormwater Management. Notwithstanding the provisions of this paragraph, this paragraph shall not be amended unless such Amendment is approved by Declarant or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings and provided above.

I. Amendment. This Declaration may be amended at any time by an instrument signed by the Declarant until Turnover, without the approval of any other party, and after Turnover, by an

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instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted in accordance with this Declaration, the Articles of Incorporation and/or the Bylaws. The amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

1. As long as Declarant is an Owner of any Lot, no amendment shall become effective without the written consent of Declarant.
2. Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any Outparcel Owners Association, the dedication of any part of the Common Property for public safety, and the conveyance, mortgaging, or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.
3. Declarant specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration; or (v) in such other manner as Declarant may deem necessary or convenient.

Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of the County. A Supplemental Declaration is not deemed an amendment pursuant hereto. Notwithstanding the foregoing, no amendment to this Declaration, the Articles of Incorporation or the Bylaws shall (i) increase the percentage of Outparcel Share paid by any Outparcel Owner, (ii) impose any additional restrictive covenants on the use of any Outparcel, (iii) unreasonably restrict or limit the rights of Outparcel Owners with respect to the usage of the Stormwater Management Systems or the Connector Road, or (iv) otherwise modify any terms, conditions or covenants in this Declaration, the Articles of Incorporation, or the Bylaws, in a manner which would adversely effect the rights of any Outparcel Owner, or which would impose any additional obligations on any Outparcel Owner, without receiving, in each instance, the prior written consent of the affected Outparcel Owners.

J. Rights of Mortgagees. All Mortgagees shall have the following rights:

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1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.
2. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.
3. To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.
4. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

K. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

L. Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial and venue for any dispute hereunder shall be in Palm Beach County, Florida.

M. Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

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N. Assignment of Declarant Rights. Declarant may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Declarant but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to Property owned by Declarant as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Declarant by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Declarant or assign any rights of Declarant to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Declarant shall be liable for any actions or defaults of, or obligations incurred by, any prior Declarant, except as the same may be expressly assumed by the subsequent Declarant.

O. Joinder. The undersigned, Scotia, OLLC and Geller agree to join in this Declaration of Covenants, Conditions, Restrictions and Easements for ANDROS ISLE, and further consent to subject their respective properties to this Declaration of Covenants, Conditions, Restrictions and Easements for ANDROS ISLE, as such apply to their respective properties.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

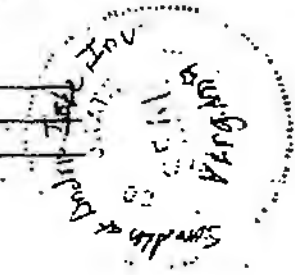
ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Larry Viskoch
Print Name Larry Viskoch

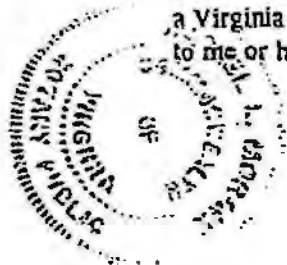
By: [Signature]
Name: WALTER D BOWEN
Its: VP

Fernandita Bass
Print Name FERNANDETTA BASS



STATE OF Va.
Edg.
COUNTY OF Va. Edg.

The foregoing instrument was acknowledged before me this 6 day of April, 1998, by William R. Sandler, VP of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida Va.
Print Name Fernandita Bass
My commission expires: 4-30-00
Commission No.: _____

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Elaine C. Chandler
Print Name Elaine C. Chandler

SCOTIA PROPERTY COMPANY, a Florida corporation

Judy Salerno
Print Name Judy Salerno

By: George T. Elmore
George T. Elmore, President

Elaine C. Chandler
Print Name Elaine C. Chandler

OAKTON LAKES LAND COMPANY
a Florida corporation

Judy Salerno
Print Name Judy Salerno

By: George T. Elmore
George T. Elmore, President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of April, 1998, by George T. Elmore, as President of Scotia Property Company, a Florida corporation, for and on behalf of said corporation. He/~~She~~ is personally known to me or has produced _____ as identification.



Cottie E Rankin
Notary Public, State of Florida
Print Name _____
My commission expires:
Commission No.:

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of April, 1998, by George T. Elmore, as President of Oakton Lakes Land Company, a Florida corporation, for and on behalf of said corporation. He/~~She~~ is personally known to me or has produced _____ as identification.



Cottie E Rankin
Notary Public, State of Florida
Print Name _____
My commission expires:
Commission No.:

Victoria Leonard
Print Name VICTORIA LEONARD

[Signature]
Harvey Geller, as Trustee

M. Ashlie Stork
Print Name M. Ashlie Stork

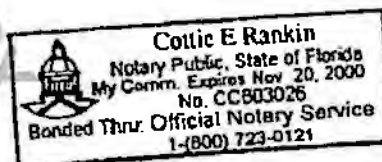
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of April, 1998, by Harvey Geller, as Trustee. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Print Name Cottie E. Rankin
My commission expires:
Commission No.:

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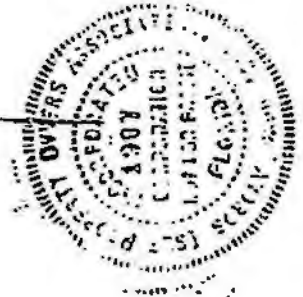


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ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Not-for Profit Florida Corporation

Kari Bennett
Print Name KARI BENNETT

By: [Signature]
Alan Resh, President

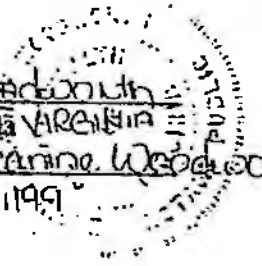


Shelly Lewis
Print Name Shelly Lewis

STATE OF Virginia
CITY
COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this 6th day of April, 1998, by Alan Resh, President of ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Brandy Jeanine Woodworth
Notary Public, State of Florida
Print Name Brandy Jeanine Woodworth
My commission expires: 3/31/99
Commission No.:



CERTIFIED COPY

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EXHIBIT "A"

ALL OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGES 87 THROUGH 98, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING PROPERTY:

ALL OF ANDROS ISLE PARCEL "D-1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 128, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

and

ALL OF ANDROS ISLE PARCEL "E-1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 132, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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EXHIBIT "B"

APARTMENT PARCEL

TRACT "D" OF OAKTON LAKES R.P.D., ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOT A CERTIFIED COPY

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EXHIBIT "C"

ARTICLES OF INCORPORATION

NOT A CERTIFIED COPY

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on January 28, 1997, as shown by the records of this office.

The document number of this corporation is N97000000453.

UNOFFICIAL CERTIFIED COPY

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Twenty-eighth day of January, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

Exhibit C

P 1 of B

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ARTICLES OF INCORPORATION
OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with the powers set forth herein. All capitalized terms set forth herein to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle to be recorded in the public records of Palm Beach County, Florida, as such may be modified and supplemented from time to time.

ARTICLE I - NAME

The name of the corporation is ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Intrastate Registered Agent Corporation
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at Holland & Knight LLP, 625 N. Flagler Drive, West Palm Beach, Florida 33411, Attention: David L. Perry, Jr.; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - DEFINITIONS

Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

The following definitions shall apply wherever these capitalized

- a. "Assessment" means the amount of money which may be assessed against an Owner for the payment of the Owner's share of the costs and expenses arising under the Declaration, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments.
- b. "Common Property" means all of the Property, except the Lots and those portions of the Property which are dedicated to the public, together with any improvements thereon and all personal property intended for the common use and enjoyment of the Owners and any areas within the Property which the

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Association is obligated to maintain, notwithstanding that it may not own fee simple title to such areas. The Common Property to be maintained by the Association may specifically include, without limitation, rights of way of any publicly dedicated roads, signs, fencing, landscaped entry features (including entry sign, lighting, irrigation, and landscaping), any landscaping not located within a Lot, parks, open areas, conservation areas, nature preserves, and recreational facilities, provided that the foregoing list shall not be deemed to be a representation or warranty that any of the foregoing types of Common Property will be provided. Common Property may also include all personal property owned or leased by the Association and intended for use by the Association the common use and enjoyment of the Owners.

- c. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.
- d. "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property or a parcel of land which is permitted to be improved with a Residence. References herein to "Lot" shall also include the Residence and all improvements constructed on a Lot, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and lands being hereafter referred to as a "Reconfigured Lot") to one Owner who constructs only one Residence thereon and who landscapes all the land within the Reconfigured Lot so that it appears to be a single building plot, such Reconfigured Lot shall be deemed to be one Lot subject to one Assessment and entitled to one vote, and except as specifically set forth herein, all references to Lots shall include Reconfigured Lots. Provided, however, if such a Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments.
- e. "Member" means a person entitled to membership in the Association, as provided in the Declaration and these Articles.
- f. "Neighborhood" means a group of Lots or portion of the Property which is developed as a separate residential community as may be specified, if at all, from time to time by the Developer in a Supplemental Declaration, in which the Owners of the property comprising the Neighborhood have a common interest, separate from the interest of the all the Owners. Such Lots and the improvements thereon may require a higher or lower level of maintenance or may have as an appurtenance certain recreational or other facilities which serve only the Owners of such Lots. Lots in a specified Neighborhood may be obligated to pay a Neighborhood Assessment for the additional maintenance of the Lots or Neighborhood Common Property, all as more fully hereinafter described and as set forth in Supplemental Declaration subjecting the Neighborhood to the terms and conditions of this Declaration. In the event that the Developer elects to develop a portion of Andros Isle under condominium ownership, such condominium shall constitute a Neighborhood and Owners of

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such condominium units shall be subject to the terms and conditions of this Declaration as well as the applicable declaration of condominium.

- g. "Neighborhood Common Property" means the Common Property which is restricted to the common use and enjoyment of the Owners of one or more Neighborhoods. All covenants, conditions, restrictions and easements affecting Common Property shall apply to Neighborhood Common Property except that the use and benefit of the Neighborhood Common Property and the cost of maintenance shall be restricted to the Owners in the Neighborhood.
- h. "Neighborhood Committee" means the persons elected by the Owners within the Neighborhood, if any, for the purpose of consulting with the Board in certain matters concerning the Neighborhood.
- i. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation. The term "Owner" does not include the record owner of fee simple title to the Apartment Parcel and the Commercial Parcel.
- j. "Property" means that certain real property more fully described as all of the land contained within the Residential Planned Development for Oakton Lakes, Palm Beach County, Florida.
- k. "Residence" means any single family residential dwelling [or a unit in a multi-family dwelling] constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities.

ARTICLE V - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The Association shall be the not for profit corporation responsible for the duties, rights and responsibilities delegated to it from time to time under the Declaration. The specific purposes for which it is formed are to operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property, Common Property and Limited Common Property, all within a certain tract of land described in the Declaration ("Property") as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Property. For such purposes, the Association shall have and exercise the following authority and powers:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in the Declaration applicable to the Property and recorded in the office of the public records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, as well as the provisions of these Articles and the Bylaws.

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b. To fix, levy, collect and enforce payment by any lawful means all Assessments, pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

c. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

d. To borrow money and, with the assent of seventy-five percent (75%) of the Members, mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

e. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

f. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Property, as more fully provided in the Declaration.

g. To act as purchasing agent for goods and services for the Association and for the benefit of the Members of the Association.

h. To make, establish and amend reasonable rules and regulations governing the use of the Property, Common Property, and Neighborhood Common Property.

i. To maintain, repair, replace, operate and manage the Common Property, Limited Common Property and Neighborhood Common Property.

j. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property, Common Property and Neighborhood Common Property.

k. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, and federal and state law.

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ARTICLE VI - MEMBERSHIP

a. Every person or entity who is record owner of a fee or undivided fee interest in any Lot subject to the Declaration, including the Andros Isle Limited Partnership, a Virginia limited partnership ("Developer") shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

b. The transfer of the membership of any Owner shall be established by the recording in the public records of Palm Beach County of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

c. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

ARTICLE VII - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned, but shall have no voting rights until Turnover. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in these Articles and Bylaws.

(2) Class B. The Class B Member shall be the Developer who shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- (a) Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.
- (b) Such earlier date as Developer, in its sole discretion, may determine in writing.

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After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, the Developer may appoint the minority members of the Board (or at least one (1) Director) for so long as the Developer owns at least five (5%) percent of the Lots within the Property. After Turnover, the Developer shall be a Class A Member with respect to the Lots which it owns and shall have all the rights and obligations of the Class A Members, except that it may not cast its votes for the purpose of acquiring control of the Association or selecting the majority of the members of the Board.

Whenever in these Articles, the Declaration or the Bylaws, the approval of a majority or a specified percentage of the Owners or Members is required, the approval shall be deemed given if the Owners or Members holding the majority or specified percentage of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy, approve the matter or alternatively, if the Owners or Members holding the majority or specified percentage of all votes give their written approval.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than nine (9), all as more fully described in the Bylaws. The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Alan Resh	President
Don Frederick	Secretary/Treasurer
Joseph Wharton	Vice President/Assistant Secretary

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the termination of the Class B Membership.

The Directors shall be elected as provided in the Bylaws. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member may be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE IX - TERM OF EXISTENCE

This corporation shall have perpetual existence unless dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

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ARTICLE X - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members (then entitled to vote) in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors.

ARTICLE XII - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or repealed in the manner set forth in the Bylaws.

ARTICLE XIII - AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the assent of persons holding seventy-five percent (75%) of the votes and provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIV - INDEMNIFICATION

This Association shall indemnify any and all of its current or former directors, officers, employees or agents to the fullest extent permitted by applicable law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeals thereof to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not be exclusive of any other rights to which any matter of law or which he may

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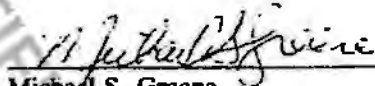
be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Michael S. Greene
Holland & Knight, LLP
625 North Flagler Drive, Suite 700
West Palm Beach, FL 33401

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 27 day of January, 1997.



Michael S. Greene

NOT A CERTIFIED COPY

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**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

SEARCHED
INDEXED
SERIALIZED
FILED
JAN 29 PM 2:03
CLERK OF COUNTY COMMISSIONERS

In compliance with Section 48.091, Florida Statutes, the following is submitted:

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business in the City of West Palm Beach, County of Palm Beach, State of Florida, has named Intrastate Registered Agent Corporation, 701 Brickell Avenue, Suite 3000, Miami, Florida 33131, as its agent to accept service of process within Florida.

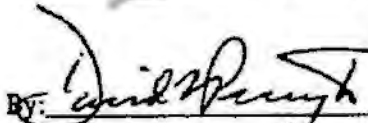


Michael S. Green

Date: January 27, 1997

Having been named to accept service of process for the above stated corporation at Intrastate Registered Agent Corporation, 701 Brickell Avenue, Suite 3000, Miami, Florida 33131, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Intrastate Registered Agent Corporation

BY: 

David L. Perry, Jr.
Vice President

Date: January 27, 1997

WPB-62361.2

810913

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 9, 1998, to Articles of Incorporation for ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N97000000453.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Tenth day of April, 1998



CR2E022 (2-95)

Sandra B. Northam
Secretary of State

8-11413

RECORDER'S MEMO. Legibility of document unsatisfactory when received.

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AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

FILED
98 APR -9 AM 9:59
SEAL STATE
TALLAHASSEE, FLORIDA

In compliance with the laws of the State of Florida, the sole member of the Association and the Board of Directors, by Joint Corporate Action on April 6, 1998, hereby approve the following amendments to the Articles of Incorporation for ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE V - MEMBERSHIP

1. This Article is amended to add the following at the end of paragraph 1 thereof:

The Outparcel Owners shall be Limited Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Outparcel.

2. This Article is amended to add the following at the end of paragraph 2 thereof:

The transfer of the membership of any Outparcel Owner shall be established by the recording in the public records of Palm Beach County of a deed or other instrument establishing a transfer of record title to any Outparcel for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Outparcel. It shall be the responsibility and obligation of the former and new Outparcel Owner of the Outparcel to provide such copy to the Association.

3. This Article is amended to replace paragraph 3 with the following:

The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot or Outparcel owned by such Member.

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ARTICLE VI - VOTING RIGHTS

This Article is amended to add the following:

Class C. Class C Members are non-voting members and shall be all Outparcel Owners. Notwithstanding that Class C Members are non-voting members, these Articles shall not be amended so as to adversely affect the rights of the Outparcel Owners as provided in the Declaration or these Articles, without the written consent of such Outparcel Owners.

This Amendment has been approved by Joint Corporate Action of the sole member and all the Directors of the Association as of April 6, 1998.

ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC., a Florida
Not-for-Profit corporation

BY: 
Alan Resh, President

P.13913

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EXHIBIT "D"

BY-LAWS

NOT A CERTIFIED COPY

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BYLAWS
OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. - NAME AND LOCATION

The name of the corporation is ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 8501 Okeechobee Boulevard, West Palm Beach, Florida 33411, but meetings of members and Directors may be held at such places within Palm Beach County, Florida, as may be designated by the Board of Directors.

ARTICLE II. - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle to which these Bylaws are attached and recorded in the public records of Palm Beach County, Florida, as such may be modified and supplemented from time to time ("Declaration").

ARTICLE III. - MEETING OF MEMBERS

Section A. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular meeting of the Members shall be held on a such day as is duly designated and authorized by the Board of Directors of each year thereafter at the hour designated by the Board of Directors in the notice provided herein below.

Section B. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors or, after turnover, upon written request of the members who are entitled to vote one-quarter (1/4) of all of the votes of the Class A membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section C. Notice of Meeting.

1. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Lot or ~~Outparcel~~ or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but no more than ninety (90) days before

Exhibit D

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such meeting to each Member entitled to vote thereat. Said notice shall be hand delivered to each Lot or Outparcel or addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice shall be addressed to the member's address last appearing on the books of the Association for the purpose of notice, or to the last address supplied by the member to the Association.

2. Any Member may, in writing signed by such Member, waive such notice and such waiver, when filed in the records of the Association whether before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section D. Voting. Class A Members and Class B Members shall be entitled to the voting rights as set forth in the Declaration and Articles of Incorporation. Class C Members have no voting rights.

Discussion that require a vote of the Members must be made with the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained.

Section E. Quorum. Members or proxies entitled to vote thirty percent (30%) of the votes of the members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

Section F. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be dated, state the time and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section G. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of all the Members who would have been required to vote upon the action, if such meeting

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were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy placed in the minute book.

Section H. Order of Business. The order of business at the annual meeting of members shall be as follows:

- a. Call to order
- b. Calling of the roll and certifying proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of unapproved minutes
- e. Election or appointment of inspectors of election
- f. Nomination and election of Board of Directors
- g. Reports
- h. Unfinished business
- i. Adjournment.

Section I. Adjournment. The adjournment of an annual or special meeting to a different date, time and place must be announced at that meeting before adjournment is taken; a notice must be given of the new time, date and place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting must be fixed, notice of the adjourned meeting be given to persons who are entitled to vote and are Members as of the new record date, but were not Members as of the previous record date.

ARTICLE IV. - BOARD OF DIRECTORS

Section A. Number of Directors. The affairs of the Association shall be managed by a Board of Directors of not less than three (3), but not more than nine (9) Directors, who shall be Members of the Association; provided, however, that for so long as the Class B Membership exists, the Directors need not be Members of the Association. Prior to Turnover (as defined in the Declaration), all Directors shall be appointed by the Class B Member. Starting with the first annual meeting after the turnover, there shall be five (5) members of the Board of Directors, which shall be elected at large by the Class A Members; however, so long as the Class B Member owns at least one Lot or any other property within Andros Isle, the Class B Member shall be entitled to appoint one Director. In the event that both attached and detached types of Residences are subjected to the Declaration, two (2) additional Directors shall be elected, one from the Members owning each type of Residence.

Section B. Method of Nomination and Election. Until Turnover (as more fully defined in the Declaration and the Articles) the Board shall consist of Directors appointed by the Class B Member. The Members of the Board of Directors to be elected by the Class A

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Members shall be elected by written ballot. Candidates for election may file a Petition of Candidacy, signed by not less than two members of the Board of Directors at least one week before the annual meeting. Alternatively, nominations may be made from the floor by Members at said meeting, provided, however, that such nominations must be seconded by at least three other Members.

Elections shall be determined by a plurality of those votes cast. There shall be no quorum requirement; provided however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Member shall permit any other person to vote his or her ballot and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Only those Members owning the specified type of Residence shall have the right to vote for the Directors representing such type of Residence. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. After turnover the Directors shall establish a method for staggering the terms of the Directors.

Section C. Resignation and Removal. The unexcused absence of a Director from three consecutive regular meetings of the Board shall be deemed a resignation. The at large Directors may be removed from the Board, with or without cause, by a majority vote of the Members of the Association; the Directors representing a type of Residence may only be removed, with or without cause, by the Members owing the specified type of Residences. These provisions do not apply to Directors appointed by Class B Member, who may be removed only by the Class B Member.

Section D. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of or his or her duties and may also be compensated by the Association for services unrelated to his or her service on the Board.

Section E. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section F. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the circuit court that has jurisdiction over the Property for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the Member shall mail to the

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Association by certified or registered mail, and post in a conspicuous place on the Common Property, a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time, the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees, and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted Board of Directors and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

ARTICLE V. - MEETINGS OF DIRECTORS

Section A. Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section B. Regular Meetings. Meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board and shall be open to all Members, except that meetings between the Board and its attorney with respect to proposed or pending litigation where the content of the meeting would otherwise be governed by attorney-client privilege may be closed to Members. Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight hours in advance, except in an emergency; in the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Board meetings shall be mailed or delivered to each Member at least seven (7) days in advance. Written notice of any meeting in which Assessments against the Lot or Outparcels are to be established shall specifically contain a statement that Assessments shall be considered and statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section C. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

Section D. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If

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a quorum is present when a vote is taken, the affirmative vote of the majority of the Directors is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects at the beginning of the meeting or promptly upon his or her arrival, to the holding of the meeting or the transacting of specified affairs at the meeting or unless he or she votes against or abstains from the action taken.

Section E. Voting. Directors may not vote by proxy or by secret ballot at Board Meetings, except that secret ballots may be used in the election of officers.

ARTICLE VI. - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section A. Powers. The Board of Directors shall have all powers permitted under Florida law, including but not limited to the power to:

1. Adopt and publish rules and regulations including fees, if any, governing the use of the Common Property, Limited Common Property, and Neighborhood Areas and the personal conduct of the Members and their guests thereon, and to include these in the Book of Resolutions.

2. Suspend the right of an Owner to use the Common Property and Neighborhood Areas during any period in which the Owner shall be in default for more than thirty (30) days after notice of the payment of any Assessment is levied by the Association. Such rights may also be suspended from Members, after notice and hearing, for a period not to exceed sixty (60) days for infraction of the Declaration, Articles or Bylaws.

3. Enter into such management agreement as may be required by the provisions of the Declaration, or as may be determined by the Board of Directors.

4. Appoint such committees as prescribed herein and such other committees as the Board of Directors may, from time to time, deem necessary or appropriate.

5. Enforce and administer all of the provisions of the Declaration and the rules and regulations.

Section B. Duties. It shall be the duty of the Board of Directors to perform the following:

1. Cause to be kept a complete record of all its corporate affairs, including the minutebook, make such records available for inspection by any Member or his or her agent, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board must be maintained in a written

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form or in another form that can be converted into written form in a reasonable time. A vote or abstention from voting for each matter for each Director present at a Board meeting must be recorded in the minutes.

2. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

3. Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or its authorized Agent.

4. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause persons to be bonded, if, in the sole discretion of the Board of Directors, it may seem appropriate.

5. Prepare the proposed annual budget, including separate sub-budgets for items therein for which Class C Members pay Outparcel Assessments, and any Neighborhood budget, submit the same to the membership for comments, and the Board shall approve the annual budget.

6. Fix General Assessments, Special Assessments, Emergency Assessments, Outparcel Assessments and any Neighborhood Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

7. Annually adopt the budgets and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid after they become due.

8. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

9. Cause the lien against any Lot or Outparcel for which Assessments are not paid after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay the same. /of Outparcel
Owner

10. Cause the Common Property, Limited Common Property, if any, and Neighborhood Areas to be maintained in accordance with the Declaration.

11. Procure and maintain adequate liability and hazard insurance on all Common Property owned by the Association and as required by the Declaration and such other insurance as the Board may deem necessary or as may be required by the Declaration.

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12. Retain minutes of all meetings of Members and of the Board of Directors in a businesslike manner, which shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times, and for a proper purpose; which records shall be retained for at least seven (7) years.

ARTICLE VII. - OFFICERS AND THEIR DUTIES

Section A. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section C. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section D. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section G. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section H. Duties. The duties of the officers are as follows:

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1. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; maintain the minutebook; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board. The Board may also appoint an Assistant Secretary who may fulfill the functions of the Secretary in the absence or unavailability of the Secretary. Third parties may rely on the actions of the Assistant Secretary permitted hereunder without inquiry as to the availability of the Secretary.

4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

ARTICLE VIII. - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose. Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

ARTICLE IX. - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE X. - ASSESSMENTS

Section A. Budgets. The Board of Directors of the Association shall prepare or cause to be prepared an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges for recreational amenities, and for items for which Class C Members are obligated to pay Assessments. The Association shall provide each Member with a copy of the annual budget, or written notice that a copy of the budget is available to the Members upon request with no charge.

Section B. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments, Neighborhood Assessments, Special Assessments, Emergency Assessments, and Outparcel Assessments (jointly referred to as "Assessments") which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Board of Directors may also assess and collect such late fees as are set forth in the Declaration. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot or Outparcel, and interest, costs and reasonable attorney's fees of any Assessment. No Member may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or abandonment of the Lot or Outparcel.

Section C. Financial Reports. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The financial report shall comply with applicable provisions of Florida law.

ARTICLE XI. - NOTICE OF TRANSFER

Prior to conveyance of any Lot or Outparcel to another, a Member shall provide to the Association written notice of the party to whom the Lot or Outparcel is to be conveyed together with an address for such new Member for Association records.

ARTICLE XII. - ASSOCIATION RECORDS

Section A. General Association Records. In accordance with the requirement of Section 617.303(4), the Official Records of the Association shall consist of:

1. A copy of any plans, permits, warranties, and other items related to improvements constructed on the Common Property or other property which the Association is obligated to maintain.
2. A copy of the bylaws of the Association and of each amendment to the bylaws.
3. A certified copy of the articles of incorporation and of each amendment thereto.
4. A copy of the Declaration and each amendment thereto.
5. A copy of the current rules of the Association.
6. A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years.
7. A current roster of all Members and their mailing addresses, Lot or Outparcel identifications, and, if known, telephone numbers.
8. All current insurance policies of the Association or a copy thereof.
9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
10. A copy of all bids received by the Association for work to be performed which must be retained for one (1) year.

Section B. Financial Records. Accounting records for the Association and separate accounting records for each Lot or Outparcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The financial records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current and a periodic statement of the account for each Member of the Association, designating the name and address of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
3. All tax returns, financial statements and financial records of the Association.

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4. Any other records that identify, measure, record or communicate financial information.

Section C. Inspection and Copying of Records. The foregoing official records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing the copies of the official records.

ARTICLE XIII. - AMENDMENT

Section A. Procedure. These Bylaws may be amended by the Declarant at any time, until Turnover, after which time, such may be amended only by majority vote of the Board of Directors. Notwithstanding the foregoing, no amendment to this Declaration, the Articles of Incorporation or the Bylaws shall (i) increase the percentage of Outparcel Share (as defined in the Declaration) paid by any Outparcel Owner, (ii) impose any additional restrictive covenants on the use of any Outparcel, (iii) unreasonably restrict or limit the rights of Outparcel Owners with respect to the usage of the Stormwater Management Systems (as defined in the Declaration) or the Connector Road (as defined in the Declaration), or (iv) otherwise modify any terms, conditions or covenants in this Declaration, the Articles of Incorporation, or the Bylaws, in a manner which would adversely effect the rights of any Outparcel Owner, or which would impose any additional obligations on any Outparcel Owner, without receiving, in each instance, the prior written consent of the affected Outparcel Owners.

Section B. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws and/or the Articles of Incorporation, the Declaration shall prevail.

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EXHIBIT "E"

COMMUNITY SHOPPING CENTER PARCEL

TRACT "C" OF OAKTON LAKES R.P.D., ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOT A CERTIFIED COPY

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EXHIBIT "E-1"

CONNECTOR ROAD

TRACT "R-2" OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 87, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 30.00 FEET IN WIDTH, LYING IN TRACT "D", OAKTON LAKES R.P.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGE 33, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "D"; THENCE, NORTH $01^{\circ}15'10''$ EAST, ALONG THE WEST BOUNDARY OF SAID TRACT "D" AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 385.00 FEET FOR A POINT OF BEGINNING.

THENCE, CONTINUE NORTH $01^{\circ}15'10''$ EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH $88^{\circ}44'50''$ EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 208.33 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $79^{\circ}19'08''$, A DISTANCE OF 249.88 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 178.33 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $79^{\circ}19'08''$, A DISTANCE OF 249.88 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH $88^{\circ}44'50''$ EAST, A DISTANCE OF 7.34 FEET TO THE INTERSECTION THEREOF WITH THE EAST BOUNDARY OF SAID TRACT "D"; THENCE, SOUTH $00^{\circ}34'25''$ WEST, ALONG SAID EAST BOUNDARY LINE, A DISTANCE OF 30.00 FEET; THENCE, NORTH $88^{\circ}44'50''$ WEST, DEPARTING SAID BOUNDARY LINE, A DISTANCE OF 7.70 TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 208.33 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $79^{\circ}19'08''$, A DISTANCE OF 249.88 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 178.33 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $79^{\circ}19'08''$, A DISTANCE OF 249.88 FEET TO THE POINT OF TANGENCY; THENCE, NORTH $88^{\circ}44'50''$ WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "F-2"**LEGAL DESCRIPTION**

THAT PORTION OF TRACT "R-1" OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 87, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THAT LIES SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH BOUNDARY LINE OF TRACT "R-2" OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 87, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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EXHIBIT F-3

NOT A CERTIFICATE

**LEGAL DESCRIPTION
108 FOOT ROADWAY EASEMENT THROUGH TRACT "C"
AND A PORTION OF TRACT "D", OAKTON LAKES R.P.D.**

A STRIP OF LAND 108.00 FEET IN WIDTH LYING IN TRACT "C" AND TRACT "D", OAKTON LAKES R.P.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGE 38, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C"; THENCE, NORTH 01°15'10" EAST, ALONG THE EAST LINE OF SAID TRACT "C" AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 395.00 FEET; THENCE, NORTH 88°44'50" WEST, A DISTANCE OF 108.00 FEET TO THE INTERSECTION THEREOF WITH THE BOUNDARY LINE COMMON TO SAID TRACTS "C" AND "D"; THENCE, SOUTH 01°15'10" WEST, ALONG SAID COMMON BOUNDARY LINE AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 395.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTH BOUNDARY LINE OF SAID TRACT "C"; THENCE, SOUTH 88°44'50" EAST, ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.98 ACRES, MORE OR LESS.

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CONSERVATION AREAS

EXHIBIT "G"PARCEL 1

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 05°21'47" EAST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 200.52 FEET TO THE INTERSECTION THEREOF WITH THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD; THENCE, CONTINUE NORTH 05°21'47" EAST ALONG THE SAID EAST LINE OF SECTION 20, A DISTANCE OF 673.48 FEET FOR A POINT OF BEGINNING.

THENCE, NORTH 88°38'15" WEST, ALONG THE NORTH LINE OF THE SOUTH ONE-THIRD OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 1181.08 FEET; THENCE, NORTH 88°38'15" WEST, CONTINUING ALONG THE NORTH LINE OF THE SOUTH ONE-THIRD OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 168.73 FEET; THENCE, NORTH 04°50'51" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 657.35 FEET; THENCE, NORTH 88°32'34" WEST, ALONG THE NORTH LINE OF THE SOUTH ONE-THIRD OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 270.01 FEET; THENCE, NORTH 04°01'51" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 70.46 FEET; THENCE, NORTH 80°32'06" EAST, A DISTANCE OF 84.90 FEET; THENCE, NORTH 60°45'25" EAST, A DISTANCE OF 108.79 FEET; THENCE, NORTH 37°54'07" EAST, A DISTANCE OF 70.33 FEET; THENCE, NORTH 19°58'30" EAST, A DISTANCE OF 95.42 FEET; THENCE, NORTH 16°15'32" WEST, A DISTANCE OF 41.52 FEET; THENCE, NORTH 42°34'46" WEST, A DISTANCE OF 54.13 FEET; THENCE, NORTH 82°05'16" WEST, A DISTANCE OF 145.69 FEET; THENCE, NORTH 29°24'27" WEST, A DISTANCE OF 63.13 FEET; THENCE, NORTH 46°05'46" WEST, A DISTANCE OF 145.69 FEET; THENCE, NORTH 38°57'57" WEST, A DISTANCE OF 188.55 FEET; THENCE, NORTH 23°28'52" WEST, A DISTANCE OF 88.93 FEET; THENCE, NORTH 78°03'33" EAST, A DISTANCE OF 287.15 FEET; THENCE, NORTH 30°08'20" EAST, A DISTANCE OF 168.52 FEET; THENCE, NORTH 76°57'19" EAST, A DISTANCE OF 122.40 FEET; THENCE, NORTH 15°07'04" EAST, A DISTANCE OF 182.79 FEET; THENCE, NORTH 27°30'02" WEST, A DISTANCE OF 113.38 FEET; THENCE, NORTH 56°11'11" WEST, A DISTANCE OF 77.97 FEET; THENCE, NORTH 05°42'42" EAST, A DISTANCE OF 324.21 FEET; THENCE, NORTH 01°27'16" WEST, A DISTANCE OF 61.44 FEET; THENCE, NORTH 23°34'21" WEST, A DISTANCE OF 29.66 FEET; THENCE, NORTH 20°50'02" WEST, A DISTANCE OF 45.66 FEET; THENCE, SOUTH 67°01'34" EAST, A DISTANCE OF 78.46 FEET; THENCE, NORTH 63°26'53" EAST, A DISTANCE OF 33.11 FEET; THENCE, NORTH 75°33'19" EAST, A DISTANCE OF 46.93 FEET; THENCE, NORTH 37°24'32" EAST, A DISTANCE OF 39.11 FEET; THENCE, NORTH 10°35'50" WEST, A DISTANCE OF 43.55 FEET; THENCE, NORTH 23°33'04" WEST, A DISTANCE OF 25.24 FEET; THENCE, NORTH 14°15'10" WEST, A DISTANCE OF 28.08 FEET; THENCE, NORTH 00°03'05" WEST, A DISTANCE OF 40.02 FEET; THENCE, NORTH 17°26'07" EAST, A DISTANCE OF 14.65 FEET; THENCE, NORTH 11°44'12" WEST, A DISTANCE OF 37.77 FEET; THENCE, NORTH 02°35'48" EAST, A DISTANCE OF 30.36 FEET; THENCE, NORTH 07°12'51" EAST, A DISTANCE OF 36.72 FEET; THENCE, NORTH 05°17'49" EAST, A DISTANCE OF 37.10 FEET; THENCE, NORTH 22°23'08" WEST, A DISTANCE OF 33.89 FEET; THENCE, NORTH 07°48'49" WEST, A DISTANCE OF 48.37 FEET; THENCE, NORTH 07°08'10" WEST, A DISTANCE OF 35.25 FEET; THENCE, NORTH 81°20'23" WEST, A DISTANCE OF 22.59 FEET; THENCE, NORTH 31°15'38" WEST, A DISTANCE OF 28.37 FEET; THENCE, NORTH 66°15'47" WEST, A DISTANCE OF 46.50 FEET; THENCE, NORTH 67°35'58" WEST, A DISTANCE OF 41.56 FEET; THENCE, NORTH 16°52'05" EAST, A DISTANCE OF 48.95 FEET; THENCE, NORTH 16°11'17" EAST, A DISTANCE OF 53.60 FEET; THENCE, NORTH 79°09'01" EAST, A DISTANCE OF 24.22 FEET; THENCE, SOUTH 57°32'59" EAST, A DISTANCE OF 24.31 FEET; THENCE, NORTH 88°43'26" EAST, A DISTANCE OF 20.50 FEET; THENCE, SOUTH 43°30'34" EAST, A DISTANCE OF

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37.39 FEET; THENCE, SOUTH 30°55'16" EAST, A DISTANCE OF 26.89 FEET; THENCE, NORTH 50°11'25" EAST, A DISTANCE OF 34.05 FEET; THENCE, NORTH 16°39'58" EAST, A DISTANCE OF 52.51 FEET; THENCE, NORTH 24°01'50" EAST, A DISTANCE OF 26.25 FEET; THENCE, NORTH 00°34'37" EAST, A DISTANCE OF 60.06 FEET; THENCE, NORTH 11°27'33" EAST, A DISTANCE OF 35.71 FEET; THENCE, NORTH 01°41'47" WEST, A DISTANCE OF 34.71 FEET; THENCE, NORTH 03°08'15" WEST, A DISTANCE OF 53.07 FEET; THENCE, NORTH 05°58'29" WEST, A DISTANCE OF 48.28 FEET; THENCE, NORTH 34°03'48" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 51°31'29" WEST, A DISTANCE OF 32.17 FEET; THENCE, NORTH 24°47'40" WEST, A DISTANCE OF 33.93 FEET; THENCE, NORTH 25°24'29" WEST, A DISTANCE OF 55.51 FEET; THENCE, NORTH 55°10'10" WEST, A DISTANCE OF 19.03 FEET; THENCE, SOUTH 77°49'12" WEST, A DISTANCE OF 26.07 FEET; THENCE, NORTH 87°52'00" WEST, A DISTANCE OF 24.98 FEET; THENCE, NORTH 21°16'50" EAST, A DISTANCE OF 16.83 FEET; THENCE, NORTH 58°51'23" EAST, A DISTANCE OF 32.60 FEET; THENCE, NORTH 26°08'47" EAST, A DISTANCE OF 28.97 FEET; THENCE, NORTH 20°56'39" WEST, A DISTANCE OF 34.35 FEET; THENCE, NORTH 56°14'57" EAST, A DISTANCE OF 41.42 FEET; THENCE, NORTH 11°37'36" EAST, A DISTANCE OF 23.80 FEET; THENCE, SOUTH 84°41'13" WEST, A DISTANCE OF 33.72 FEET; THENCE, NORTH 78°46'55" WEST, A DISTANCE OF 36.58 FEET; THENCE, SOUTH 19°11'15" EAST, A DISTANCE OF 20.09 FEET; THENCE, SOUTH 15°48'49" WEST, A DISTANCE OF 57.95 FEET; THENCE, SOUTH 39°40'11" WEST, A DISTANCE OF 54.91 FEET; THENCE, NORTH 40°52'07" WEST, A DISTANCE OF 24.31 FEET; THENCE, NORTH 75°33'46" WEST, A DISTANCE OF 164.13 FEET; THENCE, NORTH 68°29'21" WEST, A DISTANCE OF 116.88 FEET; THENCE, SOUTH 77°02'00" WEST, A DISTANCE OF 85.06 FEET; THENCE, NORTH 89°55'00" WEST, A DISTANCE OF 90.64 FEET; THENCE, NORTH 70°20'24" WEST, A DISTANCE OF 58.42 FEET; THENCE, SOUTH 14°23'22" WEST, A DISTANCE OF 209.88 FEET; THENCE, NORTH 77°15'29" WEST, A DISTANCE OF 238.26 FEET; THENCE, SOUTH 68°56'54" WEST, A DISTANCE OF 51.08 FEET; THENCE, SOUTH 51°37'56" WEST, A DISTANCE OF 61.22 FEET; THENCE, SOUTH 87°51'45" WEST, A DISTANCE OF 72.25 FEET; THENCE, NORTH 34°02'54" EAST, A DISTANCE OF 48.13 FEET; THENCE, NORTH 42°02'30" WEST, A DISTANCE OF 22.94 FEET; THENCE, NORTH 85°59'01" WEST, A DISTANCE OF 115.30 FEET; THENCE, SOUTH 26°35'57" WEST, A DISTANCE OF 47.47 FEET; THENCE, NORTH 60°06'25" WEST, A DISTANCE OF 78.56 FEET; THENCE, NORTH 21°48'06" WEST, A DISTANCE OF 59.24 FEET; THENCE, NORTH 01°56'31" WEST, A DISTANCE OF 59.03 FEET; THENCE, NORTH 10°39'36" EAST, A DISTANCE OF 86.49 FEET; THENCE, NORTH 48°22'01" WEST, A DISTANCE OF 192.57 FEET; THENCE, NORTH 33°54'24" WEST, A DISTANCE OF 73.50 FEET; THENCE, NORTH 81°52'13" WEST, A DISTANCE OF 127.28 FEET; THENCE, SOUTH 85°57'50" WEST, A DISTANCE OF 326.81 FEET; THENCE, NORTH 45°45'35" WEST, A DISTANCE OF 27.69 FEET; THENCE, NORTH 87°27'25" WEST, A DISTANCE OF 130.94 FEET; THENCE, SOUTH 80°33'25" WEST, A DISTANCE OF 50.30 FEET; THENCE, NORTH 20°22'19" EAST, A DISTANCE OF 59.18 FEET; THENCE, NORTH 80°23'43" WEST, A DISTANCE OF 65.92 FEET; THENCE, NORTH 65°16'23" WEST, A DISTANCE OF 83.67 FEET; THENCE, NORTH 78°51'27" WEST, A DISTANCE OF 13.67 FEET; TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; AND WHOSE RADIUS POINT BEARS SOUTH 27°09'49" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°57'13", A DISTANCE OF 487.07 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 48°52'58" WEST, A DISTANCE OF 257.75 FEET; THENCE, SOUTH 02°17'28" EAST, A DISTANCE OF 43.50 FEET; THENCE, SOUTH 20°48'23" WEST, A DISTANCE OF 53.49 FEET; THENCE, SOUTH 13°10'23" EAST, A DISTANCE OF 48.27 FEET; THENCE, SOUTH 00°00'01" EAST, A DISTANCE OF 126.00 FEET; THENCE, SOUTH 11°25'15" WEST, A DISTANCE OF 101.00 FEET; THENCE, SOUTH 24°30'25" WEST, A DISTANCE OF 74.73 FEET; THENCE, SOUTH 03°28'07" EAST, A DISTANCE OF 33.06 FEET; THENCE, SOUTH 39°48'21" EAST, A DISTANCE OF 23.43 FEET; THENCE, SOUTH 57°59'42" EAST, A DISTANCE OF 37.74 FEET; THENCE, SOUTH 00°00'01" EAST, A DISTANCE OF 52.00 FEET; THENCE, SOUTH 69°56'37" WEST, A DISTANCE OF 57.07 FEET; THENCE, SOUTH 57°59'24" WEST, A DISTANCE OF 57.04 FEET; THENCE, NORTH 68°57'46" WEST, A DISTANCE OF 111.43 FEET; THENCE, NORTH 39°34'47" WEST, A DISTANCE OF 97.31 FEET; THENCE, NORTH 28°58'05" WEST, A DISTANCE OF 64.01 FEET; THENCE, NORTH 20°22'37" WEST, A DISTANCE OF 74.67 FEET; THENCE, NORTH 43°27'08" WEST, A DISTANCE OF 25.53 FEET; THENCE, SOUTH 48°52'58" WEST, A DISTANCE OF 72.42 FEET; THENCE, SOUTH 15°56'45" EAST, A DISTANCE OF 135.11 FEET; THENCE, SOUTH 00°37'48" EAST, A DISTANCE OF 91.01 FEET; THENCE, SOUTH 18°36'38" EAST, A DISTANCE OF 103.41 FEET; THENCE, SOUTH 29°13'11" EAST, A DISTANCE OF

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67.60 FEET; THENCE, SOUTH 21°36'55" EAST, A DISTANCE OF 57.01 FEET; THENCE, SOUTH 46°36'23" EAST, A DISTANCE OF 75.69 FEET; THENCE, SOUTH 09°50'29" EAST, A DISTANCE OF 99.46 FEET; THENCE, SOUTH 04°21'03" WEST, A DISTANCE OF 92.27 FEET; THENCE, SOUTH 45°30'57" WEST, A DISTANCE OF 78.49 FEET; THENCE, SOUTH 27°52'20" EAST, A DISTANCE OF 117.65 FEET; THENCE, SOUTH 02°27'16" EAST, A DISTANCE OF 70.06 FEET; THENCE, SOUTH 12°16'49" EAST, A DISTANCE OF 324.42 FEET; THENCE, SOUTH 27°19'58" EAST, A DISTANCE OF 100.18 FEET; THENCE, SOUTH 18°40'02" EAST, A DISTANCE OF 78.11 FEET; THENCE, SOUTH 08°07'50" EAST, A DISTANCE OF 63.64 FEET; THENCE, SOUTH 20°13'31" EAST, A DISTANCE OF 40.50 FEET; THENCE, SOUTH 03°48'52" EAST, A DISTANCE OF 60.13 FEET; THENCE, SOUTH 20°01'33" WEST, A DISTANCE OF 341.66 FEET; THENCE, SOUTH 05°28'37" WEST, A DISTANCE OF 73.33 FEET; THENCE, SOUTH 25°13'52" WEST, A DISTANCE OF 403.50 FEET; THENCE, SOUTH 37°38'50" WEST, A DISTANCE OF 397.84 FEET; THENCE, SOUTH 49°58'10" WEST, A DISTANCE OF 32.65 FEET; THENCE, SOUTH 35°45'59" WEST, A DISTANCE OF 145.43 FEET; THENCE, SOUTH 47°50'01" WEST, A DISTANCE OF 71.81 FEET; THENCE, SOUTH 54°51'56" WEST, A DISTANCE OF 99.05 FEET; THENCE, SOUTH 16°59'26" WEST, A DISTANCE OF 37.64 FEET; THENCE, SOUTH 10°37'09" WEST, A DISTANCE OF 65.12 FEET; THENCE, SOUTH 02°50'18" WEST, A DISTANCE OF 69.06 FEET; THENCE, NORTH 88°44'50" WEST, A DISTANCE OF 420.34 FEET, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE, NORTH 03°20'08" EAST, ALONG THE SAID WEST LINE OF THE SAID SOUTHWEST ONE-QUARTER OF SECTION 20, A DISTANCE OF 1776.58 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 20; THENCE, NORTH 03°20'05" EAST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 2652.49 FEET TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE, SOUTH 88°02'13" EAST, ALONG THE NORTH LINE OF THE SAID NORTHWEST ONE-QUARTER OF SECTION 20, A DISTANCE OF 2775.93 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20; THENCE, SOUTH 88°01'40" EAST, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 2776.43 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE, SOUTH 05°21'21" WEST, ALONG THE EAST LINE OF SAID NORTHEAST CORNER OF SECTION 20; A DISTANCE OF 2522.53 FEET TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 20; THENCE, SOUTH 05°21'47" WEST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 1747.99 FEET; TO THE POINT OF BEGINNING.

LESS HOWEVER, THE NORTH 280.00 FEET OF SAID SECTION 20.

PARCEL 2

TRACTS "P-1", "P-2", "P-3", "P-4" AND "P-5" (PRESERVE TRACTS) OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 87, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

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EXHIBIT "H"

INITIAL PROPERTY

ALL OF ANDROS ISLE PARCEL "D-1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 128, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

and

ALL OF ANDROS ISLE PARCEL "E-1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 132, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NO
A CERTIFIED COPY

ORB 10346 Pg 331

EXHIBIT "I"

MULTIPLE USE PARCEL

TRACT "E" OF OAKTON LAKES R.P.D., ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOT A CERTIFIED COPY

ORB 10346 Pg 332

EXHIBIT "J"

OLLC PARCEL

TRACT "B" OF OAKTON LAKES R.P.D., ACCORDING TO THE PLAT THEREOF, RECORDED
IN PLAT BOOK 80, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA.

NOT A CERTIFIED COPY

EXHIBIT "K"

OUTPARCEL SHARE

Property (Andros)	166.59 Acres	77.92%
Outparcels:		
(a) Multiple Use Parcel	18.21 Acres	8.52%
(b) Community Shopping Center Parcel	13.13 Acres	6.14%
(c) Apartment Parcel	<u>15.86 Acres</u>	<u>7.42%</u>
	213.79 Acres	100.00%

NOT A CERTIFIED COPY

EXHIBIT "L"

RECREATIONAL PROPERTY

CLUBHOUSE PARCEL OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 81, PAGE 87, OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA.

NOT A CERTIFIED COPY

DRB 10346 Pg 335

EXHIBIT "M"

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT**

NOT A CERTIFIED COPY

PHONE NO. : 487 842 9855

Mar. 13 1998 01:28PM P4

FROM :



Form #0157
Rev 06/95

ORB 10346 Ps 336

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 50-03723-P-02**

DATE ISSUED: SEPTEMBER 11, 1997

PERMITTEE: ANDROS ISLE LIMITED PARTNERSHIP
(ANDROS ISLE (AKA OAKTON LAKES))
448 VIRING DRIVE, SUITE 200
VIRGINIA BEACH, VA 23452

ORIGINAL PERMIT ISSUED: OCTOBER 10, 1996
ORIGINAL PROJECT DESCRIPTION: (ORIGINAL PERMIT WAS ISSUED AS AN ERP CONCEPTUAL APPROVAL NO. 50-03723-P)

APPROVED MODIFICATION : MODIFICATION TO REVISE THE CONCEPTUAL APPROVAL AND TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE PHASE 1 OF A 609.9-ACRE RESIDENTIAL AND COMMERCIAL PROJECT KNOWN AS ANDROS ISLE (AKA OAKTON LAKES) DISCHARGING TO THE C-51 CANAL VIA NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT'S UNIT OF DEVELOPMENT NO. 5.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION: 20 TWP: 435 RGE: 42E

This Permit modification is approved pursuant to application No. 981223-1 dated December 31, 1996. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this permit. This Permit is issued under the provisions of Chapter 373, F.S., Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1361, unless this Permit is issued pursuant to the net improvement provisions of Subsection 373.414(5) F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 408-4.181(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 408-4.187(1) and (2), and 408-4.181(2), (3), and (4) F.A.C.

All specifications and special and general/limiting conditions attendant to the original permit, unless specifically rescinded by this or previous modifications, remain in effect. This Permit modification shall be subject to the General Conditions set forth in Rule 408-4.181 F.A.C., unless waived or modified by the governing Board, the Applicant, and the Surface Water Management Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 408-4.181 and 408-4.181, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 408-4.187 F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:
SEE PAGES 2-4 OF 6 - 29 SPECIAL CONDITIONS.
SEE PAGES 5-6 OF 6 - 19 GENERAL CONDITIONS.

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

FILED WITH THE CLERK OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON 9-19-97
BY [Signature]
DEPUTY CLERK

BY [Signature]
ASSISTANT SECRETARY

Exhibit M

FROM :

PHONE NO. : 407 842 9855

Mar. 13 1998 01:29PM PS

PERMIT NO: 50-03723-P-02

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SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 21 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 18.5 FEET NGVD.
3. DISCHARGE FACILITIES:
 BASIN: EAST PRESERVE AREA:
 1-5.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 17.75' NGVD.
 1-1.5' W X 1.75' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 16' NGVD.
 100 LF OF 6' DIA. CMP CULVERT.
 RECEIVING BODY : C-51 CANAL VIA NPBCID UNIT #5
 CONTROL ELEV : 16 FEET NGVD.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF FUTURE PHASES, PAVING, GRADING, AND DRAINAGE PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR PERMIT MODIFICATIONS.
10. THE PERMITTEE IS RESPONSIBLE FOR COMPLYING WITH LOCAL COMPREHENSIVE PLAN, ZONING AND SUBDIVISION REQUIREMENTS. ISSUANCE OF THIS PERMIT DOES NOT REPRESENT THAT THE PERMITTED PROJECT IS COMPATIBLE WITH LOCAL LAND USE REQUIREMENTS. ANY CHANGE IN THE PERMITTED PROJECT IN ORDER TO COMPLY WITH LOCAL LAND USE REQUIREMENTS, WHICH IMPACTS THE SURFACE WATER MANAGEMENT SYSTEM DESIGN, WILL REQUIRE MODIFICATION OF THIS PERMIT.
11. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
12. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE STAKED AND ROPED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF ROPING AND STAKING AND SCHEDULE AN INSPECTION OF THIS WORK. THE ROPING AND STAKING SHALL BE SUBJECT TO SFWMD STAFF APPROVAL. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
13. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
14. THIS PERMIT DOES NOT CONVEY CONCEPTUAL APPROVAL OF THE ALIGNMENT OR CONSTRUCTION OF ROEBUCK ROAD.
15. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
16. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.

FROM :

PHONE NO. : 467 84

PERMIT NO: 50-03723-P-02
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17. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND UPLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 32 AND 33 AND SHALL INCLUDE SEMI-ANNUAL REPORTS SUBMITTED TO THE SFWD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 6 YEARS.
18. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE DEED RESTRICTIONS AND CONSERVATION EASEMENT AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/COMMON AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/COMMON AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF ANDROS ISLE PROPERTY OWNERS ASSOCIATION AND/OR UPONED AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN X WITH THE EXCEPTION OF PERMITTED RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL, EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED CONCURRENT WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

19. (A) NO LATER THAN NOVEMBER 11, 1997, THE PERMITTEE SHALL SUBMIT FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:
1. PROJECT MAP IDENTIFYING CONSERVATION AREA(S)
 2. LEGAL DESCRIPTION OF CONSERVATION AREA(S)
 3. SIGNED CONSERVATION EASEMENT
 4. SEALED BOUNDARY SURVEY OF CONSERVATION AREA(S) BY PROFESSIONAL LAND SURVEYOR
 5. TITLE INSURANCE COMMITMENT FOR CONSERVATION EASEMENT NAMING DISTRICT AS BENEFICIARY USING APPROVED VALUATION
 6. GIS DISK (WITH STATE PLANAR COORDINATES) IF AVAILABLE

THE ABOVE INFORMATION SHALL BE SUBMITTED TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

B) THE REAL ESTATE INFORMATION REFERENCED IN PARAGRAPH (A) ABOVE SHALL BE REVIEWED BY THE DISTRICT IN ACCORDANCE WITH THE DISTRICT'S REAL ESTATE REVIEW REQUIREMENTS DESCRIBED IN THE ATTACHED EXHIBIT 30. THE EASEMENT SHOULD NOT BE RECORDED UNTIL SUCH APPROVAL IS RECEIVED.

(C) THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS A CONSERVATION / PRESERVATION / MITIGATION AREA(S) ON ATTACHED EXHIBIT 29. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 29. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

D) THE PERMITTEE SHALL RECORD THE CONSERVATION EASEMENT IN THE PUBLIC RECORDS WITHIN 14 DAYS OF RECEIVING THE DISTRICT'S APPROVAL OF THE REAL ESTATE INFORMATION. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT AND TITLE INSURANCE POLICY TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

E) IN THE EVENT THE CONSERVATION EASEMENT REAL ESTATE INFORMATION REVEALS ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS. IF SUCH ARE NOT OBTAINED, PERMITTEE SHALL BE REQUIRED TO APPLY FOR A MODIFICATION TO THE PERMIT FOR ALTERNATIVE ACCEPTABLE MITIGATION.

F) NO CONSTRUCTION SHALL BE COMMENCED WITHIN 25 FEET OF THE BOUNDARIES OF THE CONSERVATION AREA UNTIL SUCH TIME AS THE CONSERVATION EASEMENT IS RECORDED.

20. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
OCTOBER 31, 1997	TIME ZERO MONITORING REPORT
OCTOBER 31, 1997	BASELINE MONITORING REPORT

FROM :

PHONE NO. : 407 842 9655

Mar. 13 1998 01:31PM PT

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APRIL 30, 1998	FIRST MONITORING REPORT
OCTOBER 31, 1998	SECOND MONITORING REPORT
APRIL 30, 1999	THIRD MONITORING REPORT
OCTOBER 31, 1999	FOURTH MONITORING REPORT
APRIL 30, 2000	FIFTH MONITORING REPORT
OCTOBER 31, 2000	SIXTH MONITORING REPORT
APRIL 30, 2001	SEVENTH MONITORING REPORT
OCTOBER 31, 2001	EIGHTH MONITORING REPORT
APRIL 30, 2002	NINETH MONITORING REPORT
OCTOBER 31, 2002	TENTH MONITORING REPORT
OCTOBER 31, 2002	FINAL MONITORING REPORT

21. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ON-SITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
22. IF THE PROJECT DESIGN IS CHANGED AS A RESULT OF OTHER AGENCY REQUIREMENTS, AN ENVIRONMENTAL RESOURCE PERMIT MODIFICATION MAY BE REQUIRED. THE PERMITTEE SHALL NOTIFY STAFF OF DESIGN CHANGES REQUIRED BY OTHER AGENCIES FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
23. A MAINTENANCE AND MONITORING PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBITS 32 AND 33 FOR THE PRESERVED WETLAND AREAS AND UPLAND BUFFER ZONES WITHIN THE CONSERVATION EASEMENT AREAS. MAINTENANCE SHALL BE CONDUCTED ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM INVASIVE EXOTIC VEGETATION (AS CURRENTLY DEFINED BY THE FLORIDA EXOTIC PEST PLANT COUNCIL) IMMEDIATELY FOLLOWING A MAINTENANCE ACTIVITY AND SHALL CONSTITUTE NO MORE THAN 5% OF TOTAL VEGETATIVE COVER BETWEEN MAINTENANCE ACTIVITIES. EXOTIC AND NUISANCE PLANT SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER OF THE CONSERVATION AREAS BETWEEN MAINTENANCE ACTIVITIES.
24. THE ALTERNATE 120' ALIGNMENT FOR ROEBUCK ROAD CONCEPTUALLY SHOWN ON THE ENCLOSED EXHIBITS IS PRESENTLY PART OF THE PRESERVATION AREA TO BE COVERED BY A CONSERVATION EASEMENT TO THE DISTRICT, WHILE THE EXISTING RIGHT-OF-WAY RESERVATION REMAINS ALONG THE NORTH END OF THE SITE (ADJACENT TO THE F&B EASEMENT AND THE SOUTH SIDE OF THE WATER CATCHMENT AREA). AS A RESULT IF ANY CONSIDERATION IS GIVEN IN THE FUTURE FOR ISSUANCE OF A PERMIT FOR AN ALTERNATE ALIGNMENT FOR ROEBUCK ROAD, THAT AREA WOULD HAVE TO BE RELEASED FROM THE CONSERVATION EASEMENT AND THE EXISTING RIGHT-OF-WAY RESERVATION INCLUDED INTO THE CONSERVATION EASEMENT AREA.
25. OPERATION OF THE MASTER PUMP STATION AND OUTFALL CONTROL STRUCTURE SHALL BE THE RESPONSIBILITY OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT. OPERATION OF THE REMAINDER OF THE SURFACE WATER MANAGEMENT SYSTEMS SHALL BE THE RESPONSIBILITY OF THE ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
26. PRIOR TO ANY EARTHWORK IN THE 5.53 ACRES OF THE DEBRIS STOCKPILE SITE (FROM THE DOWNTOWN/UPTOWN PROJECT) TO BE AUTHORIZED BY THIS PERMIT MODIFICATION, CERTIFICATION SHALL BE SUBMITTED FROM BOTH THE PROJECT ENGINEER AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WHICH DOCUMENTS THAT THE SITE HAS BEEN REMEDIATED IN ACCORDANCE WITH THE AGREEMENT SIGNED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RANGER CONSTRUCTION INDUSTRIES, INC. AND SCOTIA PROPERTY COMPANY.
27. ALL COMMERCIAL AREAS SHALL PROVIDE 1/2 INCH OF DRY PRETREATMENT PRIOR TO DISCHARGING INTO THE MASTER SURFACE WATER MANAGEMENT SYSTEM.
28. WHERE ROADS ARE ADJACENT TO WETLANDS WITH A HIGHER CONTROL ELEVATION THAN THE BASIN CONTROL ELEVATION, THE MINIMUM ROAD ELEVATION ADJACENT TO THE WETLANDS SHALL BE A MINIMUM OF 2' ABOVE THE WETLAND CONTROL ELEVATION.
29. NO IRRIGATION WITHDRAWS FROM LAKE NO. 3 (AS SHOWN ON EXHIBIT 3 OF THIS STAFF REPORT) LOCATED IN THE NORTHERN PORTION OF THE PROJECT SHALL BE ALLOWED IN ORDER TO REDUCE POTENTIAL ADVERSE IMPACTS TO THE WEST PALM BEACH WATER CATCHMENT AREA.

FROM :

PHONE NO. : 407 5

ORB 10346 Pg 340

PERMIT NO: 50-03723-P-02
PAGE 5 OF 6

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT. THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CERTIFICATION FORM NO. 0981. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ON-SITE OBSERVATION OF CONSTRUCTION OR REVIEW OF AS-BUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "AS-BUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO. 0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.



01/30/2002 15:50:10 20020055457
DR BK 13363 PG 1475
Palm Beach County, Florida

Instrument Prepared By and Record and
Return To:

RP
W/C
61
Ronald L. Plat, Esq.
c/o Independence Title
170 N.W. Spanish River Blvd.
Boca Raton, FL 33431

NOT A
AMENDMENT
TO
SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "F"

This AMENDMENT TO SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "F" (the "Amendment") is made as of the 9th day of JANUARY, 2002 by Town & Country Builders, Inc., a Florida corporation (hereinafter referred to as "Assignee Declarant") whose address is 2295 N.W. Corporate Blvd., Suite 140, Executive Court One, Boca Raton, FL.33431

WITNESSETH:

WHEREAS, on April 17, 1998, Andros Isle Limited Partnership, a Virginia limited partnership (the "Declarant") filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended from time to time (collectively the "Declaration"); and

WHEREAS, the Supplemental Declaration for Neighborhood "F" was recorded in Official Records Book 11805, Page 1621, of the Public Records of Palm Beach County, Florida (the "Supplemental Declaration"); and

WHEREAS, an Affidavit was recorded in Official Records Book 12023, Page 714 of the Public Records of Palm Beach County, Florida as a result of numbering and lettering errors in the Supplemental Declaration;

WHEREAS, an Assignment Agreement was recorded in Official Records Book 133103 Page 472 of the Public Records of Palm Beach County, Florida (the "Assignment") wherein Assignee Declarant was granted the right to amend the Supplemental Declaration for the sole and limited purposes of establishing additional Neighborhood Assessments under the Supplemental Declaration as is more fully set forth hereafter.

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof shall be subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, Assignee Declarant hereby amends the Supplemental Declaration as follows:

(1) Article II entitled Neighborhood and Neighborhood Assessments is hereby amended and restated in it's entirety as follows:

ARTICLE II
NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

The Real property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "F". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "F" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (c) below;
- (b) General trimming of trees or shrubs on the Lot which are or will be initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance) provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency ; or (ii) between the Lot(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above;

- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.
- (g) Pressure cleaning and/or painting of the exterior of Residences located on the Lots and/or reserves therefor.
- (h) Pressure cleaning of the roofs of the Residences on the Lots and/or reserves therefor.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "F", subject to the terms and provisions of the Declaration.

(2) The Declarant under the Declaration shall have no obligation to pay any deficits with respect to expenses incurred by the Andros Isle Property Owners Association, Inc. for items of expense or reserves for which Neighborhood Assessments are levied pursuant to the Supplemental Declaration.

(3) Except as modified herein, the terms and conditions of the Supplemental Declaration shall remain in full force and effect.

EXECUTED as of the date and year first above written.

TOWN & COUNTRY BUILDERS, INC. a
Florida corporation

Jeff L Johnson
Print Name: JEFF L. JOHNSON

A. Chopik
Print Name: A. CHOPIK

By: [Signature]
Print Name: Timothy R. Kelly
Print Title: President

STATE OF FLORIDA

)ss.

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Timothy R. Kelly, as President of Town & Country Builders, Inc., a Florida corporation, for and on behalf of said corporation to me known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 9th day of January, 2002

Notary Public
Print Name Cathy Zawala

My Commission Expires:



Cathy Zawala
Commission # DD 044375
Expires July 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

BOOK 13363 PAGE 1479
Dorothy H. Wilken, Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 152, inclusive, of Andros Isles Parcel "F", according to the Plat thereof, recorded in Plat Book 88, Page 33, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

May-30-2000 10:29am 00-200329
DRB 11805 Pg 1628
Con 3,344,000.00 Doc 23,400.00
11805 DRB 11805 Pg 1628

Review
red
RONALD L. PLATT, ESQ. *w/ e gy*
INDEPENDENCE TITLE OF BOCA RATON, INC.
170 N.W. SPANISH RIVER BLVD.
BOCA RATON, FLORIDA 33431

PREPARED BY AND RETURN TO:
Samuel D. Navon, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, B-100
Fort Lauderdale, Florida 33312
(954) 967-2788

SPECIAL WARRANTY DEED

Property Appraiser's Parcel Identification (Folio) Number(s):

74 42 43 20 02 006 0000

This Special Warranty Deed made the 24th day of May, 2000, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, whose address is c/o Arland Community Development, 448 Viking Drive, Suite 225, Virginia Beach, Virginia 23452, hereinafter called the grantor, to TOWN & COUNTRY BUILDERS, INC., a Florida corporation, whose mailing address is 2295 Corporate Boulevard, NW, Executive Court One, Suite 117, Boca Raton, Florida 33431, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO:

- (1) Taxes and assessments for the year 2000 and subsequent years.
- (2) Easements, restrictions, reservations and other matters of record.
- (3) Zoning, restrictions and prohibitions imposed by governmental and quasi-governmental authorities.
- (4) The terms and provisions of that certain Declaration of Covenants, Restrictions and Easements for Andros Isle ("Declaration") recorded under Clerk's File No. 98-13821S, in Official Records Book 10346, Page 235, as amended, all of the Public Records of Palm Beach County, Florida, including rights of assessment and liens associated therewith.
- (5) The articles and bylaws of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation ("POA").

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land, that it hereby fully

* Home address: DRB 11805 Pg 1628
0515096

RP T/C/Andros B00-0375

warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, as a general partner

Iona Matteson
Signature of Witness

By: *[Signature]*
Nathan D. Benson, Vice President

Iona Matteson
Print Name of Witness

Dere W. Williams
Signature of Witness

Debra W. Williams
Print Name of Witness

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) ss

The foregoing instrument was acknowledged before me this 24th day of May, 2000 by Nathan D. Benson, Vice President Sandler at Andros Isle, Inc., a Virginia corporation, a general partner of Andros Isle Limited Partnership, a Virginia limited partnership, on behalf of the limited partnership. He is personally known to me or has produced D/A as identification.

Debra A. Dietz
Notary Public
DEBRA A. DIETZ
Printed Name of Notary

My commission expires: 8/3/02



ORB 11805 Pg 1630
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 152, inclusive, of Andros Isle Parcel "F", according to the Plat thereof, recorded in Plat Book 88, Page 33, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

dc 54
LAW OFFICES
KUPFER, KUPFER & SKOLNICK, P.A.
1700 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33071

Prepared by and return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman & Lavin, P.A.
 2699 Stirling Road, B-100
 Ft. Lauderdale, FL 33312



07/29/2002 14:26:22 20020390714
 OR BK 13970 PG 0034
 Palm Beach County, Florida

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
 FOR NEIGHBORHOOD "E-2"**

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "E-2" (the "First Amendment") is made as of the 10 day of July, 2002, by and between **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 225, Virginia Beach, VA 23452; **PRIDE HOMES BY GARCO, L.L.C.**, a Florida limited liability company whose mailing address is 9845 Sunset Drive, A-295, Miami, Florida 33173 ("Pride") and joined in by **ANDROS ISLE PROPERTY OWNER'S ASSOCIATION, INC.**, a Florida corporation not for profit whose address is 448 Viking Drive, Suite 225, Virginia Beach, VA 23452 ("Association").

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle, which is recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Declarant filed that certain Supplemental Declaration for Neighborhood "E-2" in Official Records Book 12927, Page 1899 of the Public Records of Palm Beach County, Florida (the "Supplemental Declaration"); and

WHEREAS, Pride is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the parties hereto are desirous of amending the Supplemental Declaration as more particularly set forth herein.

\\HDS\jdl\Andros\1st amend supplec-Neighborhood.E-2.01.wpd

NOW, THEREFORE, Declarant, Pride and the Association by its joinder hereto hereby amend the Supplemental Declaration as follows:

1. The foregoing recitations are true and correct and incorporated herein by reference.
2. All defined terms as used herein shall have their same meaning ascribed to them in the Supplemental Declaration, unless specifically set forth herein to the contrary.
3. The "Real Property" described in Exhibit "A" attached hereto and made a part hereof is hereby substituted for Exhibit A to the Supplemental Declaration and shall be deemed the "Real Property" as defined in the Supplemental Declaration.
4. Article II of the Supplemental Declaration entitled "NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS" is hereby amended and restated in its entirety as follows:

ARTICLE II
NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "E-2". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "E-2" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;
- (b) General trimming of trees or shrubs on the Lot which are or will be initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;

- (d) Irrigation pursuant to a common irrigation system of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed as part of a common system for Neighborhood "E-2" by Pride or the builder of the Residence and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities metered to the Association, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "E-2", subject to the terms and provisions of the Declaration.

5. Article III of the Supplemental Declaration entitled EASEMENTS, is hereby amended by adding the following paragraph after the first paragraph and before the third paragraph thereof:

In addition to all other easements granted by this Article III, Pride hereby reserves to itself and grants to the Association on, over, through and across the Real Property easements for the location of the common irrigation lines and appurtenances thereto and for the location of such pumps and other equipment required for the irrigation system, and for replacements of any of the foregoing items.

6. The Supplemental Declaration is hereby amended by adding thereto Article VI as follows:

ARTICLE VI

Pride shall, at its cost and expense, obtain prior to the construction of the System (as hereinafter defined) from all governmental bodies having jurisdiction any and all water use permits required for the installation or use of the System, and provide copies of such permits

to the Association. Pride shall at its sole cost and expense install the entire irrigation system and all appurtenances thereto, including but not limited to irrigation lines, sprinkler heads, and irrigation pumps and appurtenances thereto (the "System") for the irrigation as contemplated by Subsection (d) of Article II of this Supplemental Declaration, all in accordance with permits issued by the governmental bodies having jurisdiction. In constructing the System, Pride shall use new first quality and proper materials and equipment and follow good and proper construction practices. Pride shall not locate any portion of the irrigation system or appurtenances thereto under permanent building improvements. Upon completion by Pride of the System, Pride shall deliver to the Association, an unconditional bill of sale with full warranty of title ("Bill of Sale") for the System and such Bill of Sale shall also contain a warranty and representation by Pride that the System was constructed in accordance with the plans and specifications approved by the applicable governmental body having jurisdiction. At the time of the delivery of the Bill of Sale, Pride shall further deliver to the Association any and all warranties with respect to the System and all components thereof received from the person(s) or entities installing or manufacturing any of the components thereof together with an assignment by Pride to the Association of such warranties. Further, Pride, by its execution of this First Amendment hereby warrants that for a period of one (1) year, Pride shall be responsible to repair any defects in the System and all components thereof. Reference to "Pride" in this Supplemental Declaration shall include its successor or assign, but shall exclude any person or entity that acquired a Lot with a Residence completed thereon for which a certificate of occupancy has been issued by the governmental authority having jurisdiction.

7. Except as amended by this First Amendment, the Supplemental Declaration is hereby ratified and shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

By: [Signature]
Nathan D. Benson, Vice President

[Signature]
Print Name: Rona O. Matteson

[Signature]
Print Name: Jean A. Norton

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership. He is personally known to me or provided _____ as identification.

WITNESS my hand and official seal this 9 day of July, 2002.

[Signature]
Notary Public
Print Name: Jean A. Norton

[SEAL]

My Commission Expires:
My Commission Expires November 30, 2004

PRIDE HOMES BY GARCO, L.L.C., a Florida limited liability company

Maria Helena Vargo
Signature of Witness
Maria Helena Vargo
Print Name of Witness

By: [Signature]
Felix Sierra, Managing Member

[Signature]
Signature of Witness
Conc Fook
Print Name of Witness

Anna L. Tirado
Signature of Witness
Anna L. Tirado
Print Name of Witness

By: [Signature]
Carlos M. Garcia, Managing Member

[Signature]
Signature of Witness
AMELIA ROUCO
Print Name of Witness

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS

The foregoing instrument was acknowledged before me this 10 day of July, 2002 by **Felix Sierra, as Managing Member of Pride Homes by GARCO, L.L.C., a Florida limited liability company**, on behalf of the company. He is personally known to me or has produced Personally known as identification.

[Signature]
Notary Public
Miriam Ruiz-Jimenez
Printed Name of Notary

My commission expires:

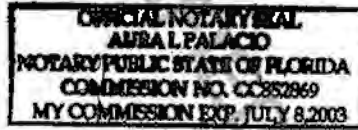


STATE OF FLORIDA)
) ss
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 10 day of July, 2002 by **Carlos M. Garcia**, as **Managing Member of Pride Homes by GARCO, L.L.C., a Florida limited liability company**, on behalf of the company. He is personally known to me or has produced _____ as identification.

Aura L. Palacio
Notary Public
Aura L. Palacio
Printed Name of Notary

My commission expires: 7/8/02



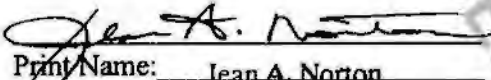
The undersigned hereby joins in the foregoing First Amendment.

Signed, sealed and delivered
in the presence of:

**ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation


Print Name: Donna O. Matteson

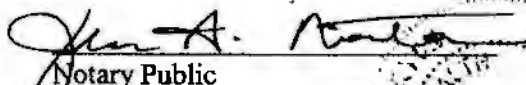
By 
Alan Resh, President


Print Name: Jean A. Norton

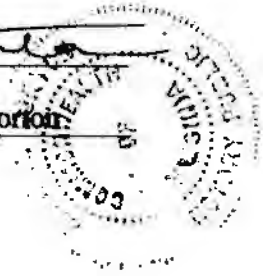
COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation. He is personally known to me or produces _____ as identification. _____

WITNESS my hand and official seal this 9 day of July, 2002.


Notary Public
Print Name: Jean A. Norton

[SEAL]



My Commission Expires:
My Commission Expires November 30, 2004

BOOK 13970 PAGE 0042
Dorothy H. Wilken, Clerk

EXHIBIT "A"

Lots 84 through 96, inclusive, of Andros Isle Parcel "E-2" Plat 1, according to the Plat thereof, recorded in Plat Book 91, Page 166, of the Public Records of Palm Beach County, Florida.

and

Lots 1 through 83, inclusive, of Andros Isle Parcel "E-2" Plat 2, according to the Plat thereof, recorded in Plat Book 94, Page 189, of the Public Records of Palm Beach County, Florida.

PLAT CERTIFIED COPY

respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit ("Association"), in accordance with the terms of the Declaration.

ARTICLE I DEFINITIONS

The definitions contained in the Declaration, as amended, are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration. The Real Property is hereby declared to be the Property pursuant to the Declaration.

ARTICLE II NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "E-2". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "E-2" for the following matters which shall be performed by the Association except as set forth:

- (1) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;
- (2) General trimming of trees or shrubs on the Lot which are or will be initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (a) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (3) Any irrigation system installed by a Builder or replacement thereof shall be designed to irrigate the particular Lot and such areas, as applicable, (i) between the Lot and any abutting lake, canal or drainage ditch whether such area is owned by the Owner of the Lot or the Association; or (ii) between the

Lot and the pavement of the road adjoining the Lot, unless the irrigation thereof is being performed by the Association. The Owner of the Lot shall irrigate the Lot and all landscape thereon in a responsible manner and pursuant to a schedule to keep all landscape properly irrigated; provided, however, the irrigation of landscape shall occur more or less frequently as determined by the Association or governmental authorities having jurisdiction:

- (4) Maintenance, repairs and replacement of irrigation lines and sprinkler heads originally installed by the Builder of the Residence and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain. The Owner of the Lot shall be responsible to maintain, repair and replace any irrigation pump on the Lot, failing which the Association shall have the right to accomplish the foregoing and levy a Lot Assessment for same against the applicable Lot and Owner thereof; and
- (5) All utilities and water for operating any and all irrigation systems serving a Lot (and any adjoining Common Property irrigated by the irrigation system on a particular Lot) shall be paid for by the Owner of the Lot and shall not be an expense of the Association.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "E-2", subject to the terms and provisions of the Declaration.

ARTICLE III EASEMENTS

The Declarant hereby grants to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the purpose of ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not

limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ARTICLE IV
ADDITIONAL COVENANTS

The Declarant subsequent to the recording of this Supplemental Declaration in the Public Records of Palm Beach County, Florida may convey all or a portion of the Real Property to a Builder (as defined in the Declaration). The Builder shall have the right, but not the obligation, to establish additional covenants, restrictions and easements with respect to the Lots comprising the Real Property and/or to form a homeowners association for the purposes of, among other things, providing for additional maintenance, easements, restrictions or for levying assessments by a homeowners association (unrelated to the Association) for such purposes on the Lots comprising the Real Property. Notwithstanding the foregoing, any additional covenants, restrictions or easements affecting the Lots imposed by a Builder and/or any and all documents prepared in connection with a homeowners association shall be subject to the prior written approval of Declarant. Any approval by the Declarant with respect to any of the foregoing shall not impose any liability or warranty obligations on the Declarant or its successors or assigns, and shall not make any of them a joint venturer with the Builder or any owner of the Real Property. In no event shall any assessments of a homeowners association be levied upon any of the Lots owned by the Declarant within the Real Property during Declarant's ownership of such Lots. Further, any claim(s) of lien for assessments of any type or nature filed by a homeowners association shall be forever subordinate to any lien filed by the Association in the Public Records of Palm Beach County, Florida, notwithstanding the date of such filing by the Association.

ARTICLE V
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph 1 of Article XII of the Declaration.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

Lots 84 through 96, inclusive, of Andros Isle Parcel "E-2" Plat 1, according to the Plat thereof, recorded in Plat Book 91, Page 166, of the Public Records of Palm Beach County, Florida.

and

All Lots (the term "Lot" being defined in the Declaration) hereafter created or that exist within the real property legally described as follows:

All of Parcel "E-2", Andros Isle, according to the Plat thereof, as recorded in Plat Book 81, Page 87, of the Public Records of Palm Beach County, Florida, less and excepting that portion of said Parcel "E-2" replatted as Andros Isle Parcel "E-2" Plat 1, according to the Plat thereof, recorded in Plat Book 91, Page 166, of the Public Records of Palm Beach County, Florida.

respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the terms of the Declaration.

ARTICLE I
DEFINITIONS

The definitions contained in the Declaration are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration.

ARTICLE II
NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "E-1". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "E-1" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;
- (b) General trimming of trees or shrubs on the Lot which were initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;

- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "E-1", subject to the terms and provisions of the Declaration.

ARTICLE III **EASEMENTS**

The Declarant hereby grants to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and

- (b) For any and all irrigation lines, sprinkler heads and irrigations pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

**ARTICLE VI
AMENDMENT**

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph I of Article XII of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed in its name, day and year first above written.

Signed, sealed and delivered
in the presence of:

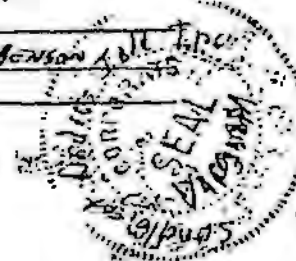
**ANDROS ISLE LIMITED PARTNERSHIP, a
Virginia limited partnership**

By: SANDLER AT ANDROS ISLE, INC., a
Virginia corporation, its general partner

Gloria Matteson
Print Name: GLORIA MATTESON

Wicki Diane O'Keefe
Print Name: WICKI-DIANE O'KEEFE

By: *[Signature]*
Print Name: NATHAN D BENSON
Title: VP



DRB 10514 Pg 1026

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein..

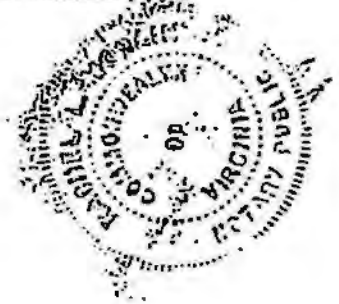
WITNESS my hand and official seal this 7 day of July 1998.

Notary Public

Print Name: Frederic L. Morrison

[SEAL]

My Commission Expires: 9.30.00



CERTIFIED COPY

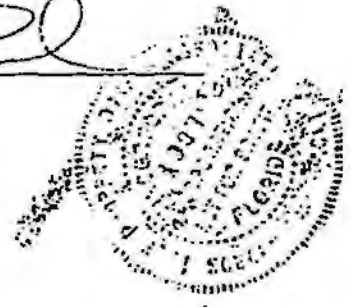
The undersigned hereby joins in the foregoing Supplemental Declaration.

Signed, sealed and delivered
in the presence of:

ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

Jennifer Norris
Print Name: Jennifer Norris
Shelly Lewis
Print Name: Shelly Lewis

By: [Signature]
Alan Resh, President



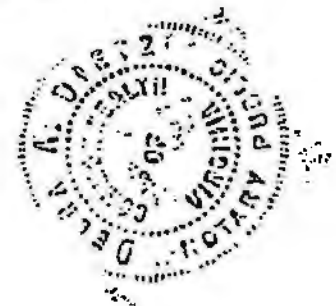
COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 30th day of June, 1998.

Debra A. Dietz
Notary Public
Print Name: DEBRA A. DIETZ

[SEAL]



My Commission Expires: 8/31/98

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 95, inclusive, of Andros Isle Parcel E-1, according to the Plat thereof, recorded in Plat Book 81, Page 132 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

WHEREAS, a Master Irrigation System was not installed and in lieu thereof there has been or will be installed on each Lot at the time of construction of a Residence (as defined in the Declaration) thereon, an irrigation system supplied by water metered to the Residence and which irrigation system is provided electric from the Residence; and

WHEREAS, the Declarant, as a result of the foregoing matters, is desirous of amending the Supplemental Declaration, and has the right and authority to amend the Supplemental Declaration pursuant to Article III of the Supplemental Declaration;

NOW, THEREFORE, in accordance with the terms and provisions of the Supplemental Declaration and the Declaration, the Declarant hereby amends the Supplemental Declaration as follows:

1. The foregoing recitations are true and correct and incorporated herein by reference.
2. Subparagraph (d) of Article II of the Supplemental Declaration is hereby deleted.
3. Subparagraph (e) of Article II of the Supplemental Declaration is hereby deleted and in its place is substituted the following as subparagraph (e) of Article II of the Supplemental Declaration:
 - (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads and irrigation equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery on the Lot or applicable Common Property, which the Association is to maintain; and
4. Subparagraph (f) of Article II of the Supplemental Declaration is hereby deleted and in its place is substituted the following as subparagraph (f) of Article II of the Supplemental Declaration:
 - (f) All utilities and water for operating any and all irrigation systems serving a Lot (and any adjoining Common Property irrigated by the irrigation system on a particular Lot) shall be paid for by the Owner of the Lot and shall not be an expense of the Association.
5. The definitions used in the Declaration and Supplemental Declaration are incorporated herein by reference and shall have their same meaning unless the context otherwise requires.

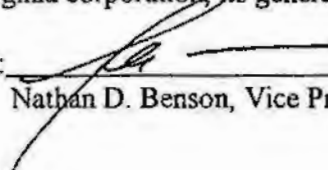
[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed in its name, as of the day and year first above written.

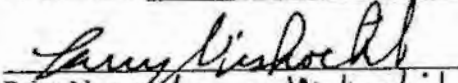
Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

By: 
Nathan D. Benson, Vice President



Print Name: Ilona Matteson


Print Name: Larry Viskochil

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 14 day of April, 1999.


Notary Public
Print Name: Rachel L. Morrison

[SEAL]



My Commission Expires: 9-30-00

The undersigned hereby joins in the foregoing First Amendment.

Signed, sealed and delivered
in the presence of:

**ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

[Signature]
Print Name: DAVID KAHAN

By: [Signature]
Alan Resh, President

[Signature]
Print Name: SAMUEL D. NAYON



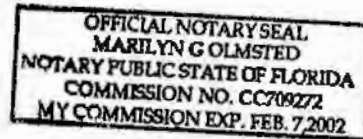
State of Florida
~~COMMONWEALTH OF VIRGINIA~~)
County of Broward)ss.
~~CITY OF VIRGINIA BEACH~~)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 15th day of April, 1999.

[Signature]
Notary Public
Print Name: Marilyn G. Olmsted
[SEAL]

My Commission Expires:



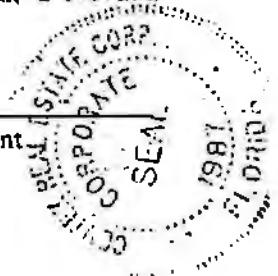
The undersigned hereby joins in the foregoing First Amendment.

Signed, sealed and delivered
in the presence of:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada
corporation, as a general partner

By: Trent Bass
Trent Bass, Division President



Ivy M. Seitman
Print Name: Ivy M. Seitman

Erika Toepfer
Print Name: Erika Toepfer

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

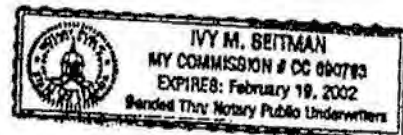
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Trent Bass, as Division President of Centex Real Estate Corporation, a Nevada corporation, as a general partner of Centex Homes, a Nevada general partnership, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 21 day of April, 1999.

Ivy M. Seitman
Notary Public
Print Name: Ivy M. Seitman

[SEAL]

My Commission Expires:



CONSENT AND SUBORDINATION

The undersigned, FIRST UNION NATIONAL BANK, a national banking association, ("Mortgagee") whose mailing address is 999 Waterside Drive, 2nd Floor, Real Estate Finance, Norfolk, Virginia 23510, as the owner and holder of that certain mortgage and security agreement recorded in Official Records Book 9664, at Page 1702, as re-recorded in Official Records Book 9755, at Page 1280, as further modified in Official Records Book 9933, at Page 110, all of the Public Records of Palm Beach County, Florida (collectively the "Mortgage") does hereby consent and subordinate the Mortgage to the First Amendment to Supplemental Declaration for Neighborhood "D-1" to which this instrument is attached.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 14th day of April, 1999.

Signed, sealed and delivered
in the presence of:

FIRST UNION NATIONAL BANK, successor in
interest by merger with FIRST UNION
NATIONAL BANK OF VIRGINIA, a national
banking association

Stephanie B. Parsons
Print Name: Stephanie B. Parsons

By: Christopher W. Brown
Print Name: CHRISTOPHER W. BROWN
Title: Senior Vice President

Carole A. Felton
Print Name: Carole A. Felton

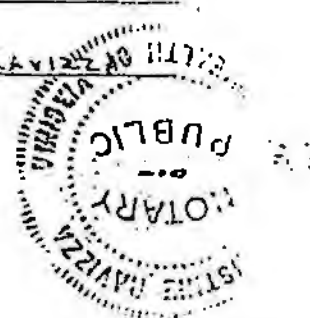
COMMONWEALTH OF VIRGINIA)
City) ss.
COUNTY OF NORFOLK)

The foregoing instrument was acknowledged before me this 14th day of APRIL, 1999 by Christopher W. Brown, as Senior Vice President of First Union National Bank, successor in interest by merger with First Union National Bank of Virginia, a national banking association, on behalf of the banking association. He/she is personally known to me or produced as identification

C. R. Ravizza
Notary Public
Print Name: CHRISTINE A. RAVIZZA

My Commission Expires: 1-31-2002

[SEAL]



Jul-13-1998 11:14am 98-264587
 ORB 10514 Pg 1012
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Prepared by and return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, B-100
 Ft. Lauderdale, FL 33312

SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "D-1"

THIS SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "D-1" (the "Supplemental Declaration") is made as of the 2 day of July, 1998, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 220, Virginia Beach, VA 23452 and CENTEX HOMES, a Nevada general partnership (hereinafter referred to as "Builder" whose address is 2541 Metrocenter, Suite 1, West Palm Beach, FL 33407.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration") which is recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida;

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto (the "Declarant Property") which constitutes a portion of the Property (as defined in the Declaration);

WHEREAS, Builder is the owner of the property described in Exhibit "B" attached hereto and made a part hereof (the "Builder Property") which constitutes a portion of the Property (as defined in the Declaration);

WHEREAS, the Declarant and the Builder desire to establish a Neighborhood (as defined in the "Declaration") for the purpose of levying Neighborhood Assessments (as defined in the "Declaration"); and

WHEREAS, the Declarant Property and the Builder Property are hereinafter collectively referred to as the "Real Property".

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NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Declarant Property to the provisions of this Supplemental Declaration, and the Builder hereby subjects the Builder Property to the terms and provisions of this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the terms of the Declaration.

ARTICLE I **DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration.

ARTICLE II **NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS**

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "D-1". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "D-1" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;
- (b) General trimming of trees or shrubs on the Lot which were initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;

- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "D-1", subject to the terms and provisions of the Declaration.

ARTICLE III EASEMENTS

The Declarant and Builder hereby grant to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and

ORB 10514 Pg 1015

- (b) For any and all irrigation lines, sprinkler heads and irrigations pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ARTICLE III
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph I of Article XII of the Declaration.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed in its name, day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Lona Matteson
Print Name: Lona Matteson

Juicy O'Toole
Print Name: Juicy O'TOOLE

By: *[Signature]*
Print Name: NATHAN D BENSON
Title: VP

Salt, Inc.
South of Andros
Virginia

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein..

WITNESS my hand and official seal this 2 day of July, 1998.

My Commission Expires: 9-30-00

[Signature]

Notary Public
Print Name: *[Signature]* (SEAL)



CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, as a general partner

By: Trent Pass
Print Name: Trent Pass
Title: Division President

Ivy M. Seitzman
Print Name: Ivy M. Seitzman

Heather Quinlan
Print Name: Heather Quinlan

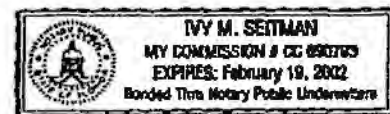
STATE OF Florida)
)ss
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Trent Pass as Division President of Centex Real Estate Corporation, a Nevada corporation, as a general partner of Centex Homes, a Nevada general partnership, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of said Corporation and Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 30 day of JUNE, 1998.

Ivy M. Seitzman
Notary Public
Print Name: Ivy M. Seitzman SEAL)

My Commission Expires:



www.orsclerk.com/pdf/14/gib/ordoc572.spd

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RECORDER'S MEMO: Legibility of document unsatisfactory when received.

P. 03/04

FAX NO. 9549837021

NAVON KOPELMAN ET AL

JUN 29 1998 OR 1017

ORB 10514 Pg 1020

EXHIBIT "A"

Lots 5 through 103, inclusive, of Andros Isle Parcel D-1, according to the Plat thereof, recorded in Plat Book 81, Page 128 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

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ORB 10514 Pg 1021
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "B"

Lots 1 through 4, inclusive, of Andros Isle Parcel D-1, according to the Plat thereof, recorded in Plat Book 81, Page 128 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

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 Prepared by and return to
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Levin, P.A.
 2699 Stirling Road, B-100
 Ft. Lauderdale, FL 33312

Jul-13-1998 11:14am 98-264588
 ORB 10514 Pg 1022
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SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "E-1"

THIS SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "E-1" (the "Supplemental Declaration") is made as of the 7 day of July, 1998, by **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 220, Virginia Beach, VA 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration") which is recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto (the "Real Property") which is property as defined in the Declaration; and

WHEREAS, the Declarant desires to establish a Neighborhood (as defined in the "Declaration") for the purpose of levying Neighborhood Assessments (as defined in the "Declaration"); and

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Real Property to the provisions of this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their

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NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration and the Supplemental Declaration, Declarant hereby subjects the Declarant Property to the terms and provisions of the Declaration and the Supplemental Declaration; and further, by this Amendment, Declarant hereby imposes the following covenants on the Declarant Property:

- (i) The Declarant Property shall be deemed "Real Property" as defined in the Supplemental Declaration and shall be a part of Neighborhood "C-3/D-2" as defined in the Supplemental Declaration;
- (ii) Each of the Lots that comprise the Declarant Property shall be deemed to constitute a Lot pursuant to the Declaration and Supplemental Declaration; and
- (iii) The Declarant Property is hereby declared to be Property as defined in the Declaration.

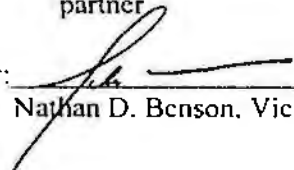
Further, Declarant hereby amends Exhibit "A" to the Supplemental Declaration by adding to the property described therein, the Declarant Property described in Exhibit "A" to this Amendment.

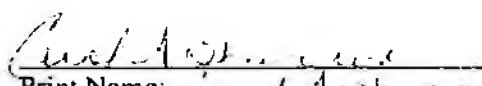
IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

By: 
Nathan D. Benson, Vice President


Print Name: Karen Evans

COMMONWEALTH OF VIRGINIA)
)ss.
 CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation, as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein..

WITNESS my hand and official seal this 25th day of June, 2001.

Debra A. Dietz
 Notary Public
 Print Name: DEBRA A. DIETZ

My Commission Expires: 8/31/02

[SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 84, inclusive, of Andros Isle Parcel D-2, according to the Plat thereof, recorded in Plat Book 90, Page 129 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

Oct-02-2000 03:24pm 00-377244
 ORB 12050 Pg 217
 A PUBLIC RECORD OF THE STATE OF FLORIDA

Prepared by and return to:

Joel D. Kopelman, Esq.

Navon, Kopelman, O'Donnell & Levin, P.A.

2699 Stirling Road, B-100

Ft. Lauderdale, FL 33312

SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "C-3/D-2"

THIS SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "C-3/D-2" (the "Supplemental Declaration") is made as of the 29th day of September, 2000, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 220, Virginia Beach, VA 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto (the "Declarant Property"); and

WHEREAS, the Declarant Property is a portion of the Additional Property (as defined in the Declaration); and

WHEREAS, the Declarant desires to establish a Neighborhood (as defined in the Declaration) for the purpose of levying Neighborhood Assessments (as defined in the Declaration); and

WHEREAS, the Declarant Property is hereinafter referred to as the "Real Property";

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Real Property to the provisions of the Declaration and this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration,

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both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit ("Association"), in accordance with the terms of the Declaration.

ARTICLE I

DEFINITIONS

The definitions contained in the Declaration, as amended, are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration. The Real Property is hereby declared to be the Property pursuant to the Declaration.

ARTICLE II

NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "C-3/D-2". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "C-3/D-2" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (d) below;
- (b) General trimming of trees or shrubs on the Lot which are or will be initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i)

between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);

- (c) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "C-3/D-2", subject to the terms and provisions of the Declaration.

ARTICLE III EASEMENTS

The Declarant hereby grants to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and
- (b) For any and all irrigation lines, sprinkler heads and irrigations pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or

structure (such as, but not limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ARTICLE IV **ADDITIONAL COVENANTS**

The Declarant subsequent to the recording of this Supplemental Declaration in the Public Records of Palm Beach County, Florida may convey all or a portion of the Real Property to a Builder (as defined in the Declaration). The Builder shall have the right, but not the obligation, to establish additional covenants, restrictions and easements with respect to the Lots comprising the Real Property and/or to form a homeowners association for the purposes of, among other things, providing for additional maintenance, easements, restrictions or for levying assessments by a homeowners association (unrelated to the Association) for such purposes on the Lots comprising the Real Property. Notwithstanding the foregoing, any additional covenants, restrictions or easements affecting the Lots imposed by a Builder and/or any and all documents prepared in connection with a homeowners association shall be subject to the prior written approval of Declarant. Any approval by the Declarant with respect to any of the foregoing shall not impose any liability or warranty obligations on the Declarant or its successors or assigns, and shall not make any of them a joint venturer with the Builder or any owner of the Real Property. In no event shall any assessments of a homeowners association be levied upon any of the Lots owned by the Declarant within the Real Property during Declarant's ownership of such Lots. Further, any claim(s) of lien for assessments of any type or nature filed by a homeowners association shall be forever subordinate to any lien filed by the Association in the Public Records of Palm Beach County, Florida, notwithstanding the date of such filing by the Association.

ARTICLE V **AMENDMENT**

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph 1 of Article XII of the Declaration. Further and notwithstanding anything in the Declaration or this Supplemental Declaration to the contrary, Declarant shall have the unconditional right, but not the obligation, to amend this Supplemental Declaration, without the consent, approval or joinder of any other person or entity, from time to time, to subject to the terms and provisions of the Declaration and this Supplemental Declaration any or all other Lots that may be created pursuant to a replat of property that will include, among other property, all or the majority of the property within the Plat of Parcel "D-2" of Andros Isle, according to the Plat thereof, recorded in Plat Book S1, Page 87 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed in its name, day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

Ronnie Young
Print Name: Ronnie Young

By: [Signature]
Nathan D. Benson, Vice President

Flora Matteson
Print Name: Flora Matteson

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation, as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein..

WITNESS my hand and official seal this 27th day of September, 2000.

Debra A. Dietz
Notary Public
Print Name: DEBRA A. DIETZ

[SEAL]

My Commission Expires: 8/3/02



The undersigned hereby joins in the foregoing Supplemental Declaration.

Signed, sealed and delivered
in the presence of:

**ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

Catherine Holder
Print Name: CATHERINE HOLDER

By: [Signature]
Alan Resh, President

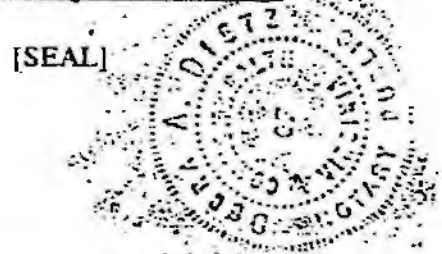
Karen Hiles
Print Name: Karen Hiles

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 26th day of September, 2000.

Debra A. Dietz
Notary Public
Print Name: DEBRA A. DIETZ



My Commission Expires: 8/3/02

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1, 2 and 3 of Andros Isle Parcel "C-3", according to the Plat thereof, recorded in Plat Book 88, Page 146, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit ("Association"), in accordance with the terms of the Declaration.

ARTICLE I DEFINITIONS

The definitions contained in the Declaration, as amended, are incorporated herein by reference and shall have the same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration. The Real Property is hereby declared to be the Property pursuant to the Declaration.

ARTICLE II NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "C-3/D-2". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "C-3/D-2" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (d) below;
- (b) General trimming of trees or shrubs on the Lot which are or will be initially installed by the Builder of the Residence of the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i)

between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);

- (c) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "C-3/D-2", subject to the terms and provisions of the Declaration.

ARTICLE III EASEMENTS

The Declarant hereby grants to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and
- (b) For any and all irrigation lines, sprinkler heads and irrigations pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alternations to such improvements other than a building or

structure (such as, but not limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ARTICLE IV
ADDITIONAL COVENANTS

The Declarant subsequent to the recording of this Supplemental Declaration in the Public Records of Palm Beach County, Florida may convey all or a portion of the Real Property to a Builder (as defined in the Declaration). The Builder shall have the right, but not the obligation, to establish additional covenants, restrictions and easements with respect to the Lots comprising the Real Property and/or to form a homeowners association for the purposes of, among other things, providing for additional maintenance, easements, restrictions or for levying assessments by a homeowners association (unrelated to the Association) for such purposes on the Lots comprising the Real Property. Notwithstanding the foregoing, any additional covenants, restrictions or easements affecting the Lots imposed by a Builder and/or any and all documents prepared in connection with a homeowners association shall be subject to the prior written approval of Declarant. Any approval by the Declarant with respect to any of the foregoing shall not impose any liability or warranty obligations on the Declarant or its successors or assigns, and shall not make any of them a joint venturer with the Builder or any owner of the Real Property. In no event shall any assessments of a homeowners association be levied upon any of the Lots owned by the Declarant within the Real Property during Declarant's ownership of such Lots. Further, any claim(s) of lien for assessments of any type or nature filed by a homeowners association shall be forever subordinate to any lien filed by the Association in the Public Records of Palm Beach County, Florida, notwithstanding the date of such filing by the Association.

ARTICLE V
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph 1 of Article XII of the Declaration. Further and notwithstanding anything in the Declaration or this Supplemental Declaration to the contrary, Declarant shall have the unconditional right, but not the obligation, to amend this Supplemental Declaration, without the consent, approval or joinder of any other person or entity, from time to time, to subject to the terms and provisions of the Declaration and this Supplemental Declaration any or all other Lots that may be created pursuant to a replat of property that will include, among other property, all or the majority of the property within the Plat of Parcel "D-2" of Andros Isle, according to the Plat thereof, recorded in Plat Book 81, Page 87 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed in its name, day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

By: [Signature]
Nathan D. Benson, Vice President

[Signature]
Print Name: Ronnie Young

[Signature]
Print Name: Linda Matteson

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH)ss.

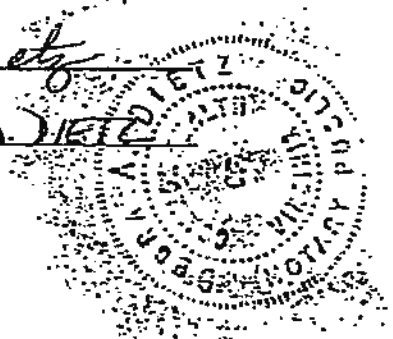
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation, as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 21st day of September, 2000.

[Signature]
Notary Public
Print Name: DEBRA A. DIETZ

My Commission Expires: 8/3/02

[SEAL]
COPIES



The undersigned hereby joins in the foregoing Supplemental Declaration.

Signed, sealed and delivered
in the presence of:

**ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

Catherine Holder
Print Name: CATHERINE HOLDER

By: [Signature]
Alan Resh, President

Karen Hiles
Print Name: Karen Hiles

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) ss.

I HEREBY CERTIFY that on this 26th day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 26th day of September, 2000.

Debra A. Dietz
Notary Public
Print Name: DEBRA A. DIETZ

[SEAL]



My Commission Expires: 8/3/02

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 2 and 3 of Andros Isle Parcel "C-3", according to the Plat thereof, recorded in Plat Book 88, Page 146, of the Public Records of Palm Beach County, Florida.

This is not a certified copy



12/09/2002 17:31:22 20020651371
OR BK 14504 PG 1341
Palm Beach County, Florida

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

NOT A CERTIFIED COPY

Document Title:

First Amendment to Seeps Act
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

Zuckerman Heras

To:

Brief Legal Description:

(If applicable)



Return Recorded Document to:

JOSEPH ...
JOSEPH ... III P.A.
One East ... Blvd Suite 1501
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION**FOR NEIGHBORHOOD "C"**

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "C" (hereinafter referred to as "First Amendment") is made this ___ day of October, 2002 by Brittany Bay at Andros Isle, Ltd., a Florida limited partnership (hereinafter referred to as "Assignee Declarant") whose address is 3111 University Drive, Suite #610, Coral Springs, Florida 33065.

WITNESSETH

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle recorded under Clerk's File no. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended from time to time (collectively the "Declaration"); and

WHEREAS, the Supplemental Declaration for Neighborhood "C" was recorded in Official Records Book 12550, Page 314, of the Public Records of Palm Beach County, Florida (the "Supplemental Declaration"); and

WHEREAS, Assignee Declarant is a Builder as defined in the Declaration;

WHEREAS, Andros Isle Limited Partnership, a Virginia limited partnership, the Declarant pursuant to the Declaration has assigned certain rights of the Declarant to amend the Supplemental Declaration to Assignee Declarant pursuant to that certain Assignment Agreement recorded in Official Records Book 14504, Page 1331, of the Public Records of Palm Beach County, Florida; and

WHEREAS, a portion of Neighborhood "C" has been replatted; and

WHEREAS, Assignee Declarant desires to amend the Supplemental Declaration for Neighborhood "C" to reflect the correct legal description of all of the Lots comprising Neighborhood "C" and to delineate certain differences between the two different types of Lots now comprising Neighborhood "C".

NOW THEREFORE, Assignee Declarant hereby amends the Supplemental Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms used in this Amendment shall have the meanings given to them in either the Declaration or Supplemental Declaration, as the case may be.

2. The Real Property comprising Neighborhood "C" shall hereinafter be legally described as set forth on Exhibits "A-1 and "A-2 attached hereto and and made a part hereof.
3. Article II is hereby amended by adding the following items to be performed by Andros Isle Property Owners Association, Inc. ("Association") on those Lots in Neighborhood "C" described on Exhibit "A-1" attached hereto for which assessments may be levied by the Association against those Lots in Neighborhood "C" described on Exhibit "A-1" attached hereto:

"(g) pressure cleaning and/or painting of the exterior of Residences located on the Lots and/or reserves for such matters; and

(h) pressure cleaning of the roofs of the Residences on the Lots and/or reserves for such matters."

4. Recognizing the fact that the Lots described on Exhibit "A-1" attached hereto are of a different size than and accommodate a different type of residential product than the Lots described on Exhibit "A-2" attached hereto, the Neighborhood Assessments levied by the Association against those Lots in Neighborhood "C" described in Exhibit "A-1" may be different than the Neighborhood Assessments levied by the Association against those Lots in Neighborhood "C" described in Exhibit "A-2".
5. (a) The following statement in Article II of the Supplemental Declaration is hereby deleted:

"All Neighborhood Assessments shall be paid on an equal basis by all Lots in Neighborhood "C", subject to the terms and provisions of the Declaration"

- (b) The following language is substituted in Article II for the language deleted in 5(a) above:

For the Lots in Neighborhood "C" described on Exhibit "A-1" attached hereto, Neighborhood Assessments shall be paid on an equal basis by all Lots described on Exhibit "A-1". For the Lots in Neighborhood "C" described on Exhibit "A-2" attached hereto, Neighborhood Assessments shall be paid on an equal basis by all Lots described on Exhibit "A-2".

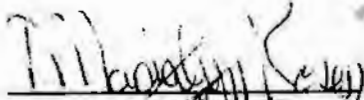
6. Except as amended herein the Supplemental Declaration remains in full force and effect.

EXECUTED as of the date and year first above written.

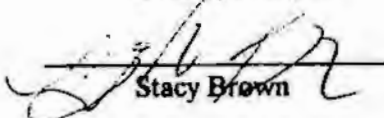
Signed, sealed and delivered
in the presence of:

BRITTANY BAY AT ANDROS ISLE, LTD., a
Florida limited partnership

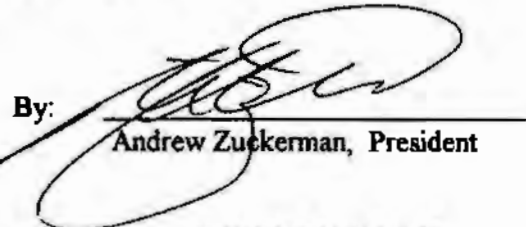
By: ZUCKERMAN HOMES AT ANDROS
ISLE, INC. a Florida corporation, its
General Partner



Madalyn Kosch



Stacy Brown

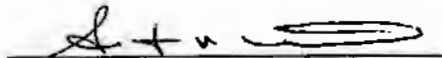
By: 

Andrew Zuckerman, President

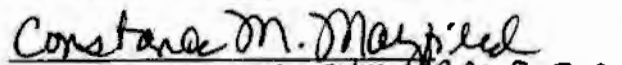
CORPORATE SEAL

And

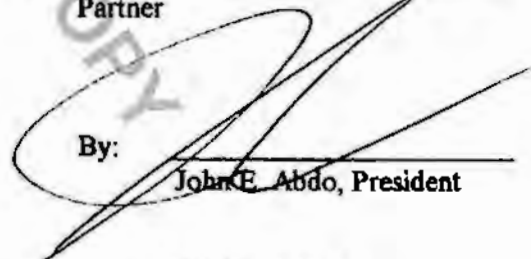
By: BANK ATLANTIC VENTURE
PARTNERS 3, LLC., a Florida
limited liability company, its General
Partner



Print Name: Seth M. Wilde



Print Name: CONSTANCE M. MAYFIELD

By: 


John E. Abdo, President

CORPORATE SEAL

NOT A CERTIFIED COPY

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of November 2002 by Andrew Zuckerman, President of ZUCKERMAN HOMES AT ANDROS ISLE, INC., a Florida corporation, which corporation is a general partner of BRITTANY BAY AT ANDROS ISLE, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me.


Notary Public, State of Florida
Madalyn Rosen

My Commission Expires:



Madalyn Rosen
MY COMMISSION # CCY20435 EXPIRES
May 31, 2004
BONDED THRU TROY FAH INSURANCE INC.

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4 day of November 2002 by John E. Abdo, President of BANKATLANTIC VENTURE PARTNERS 3, LLC, a Florida limited liability company, which limited liability company is a general partner of BRITTANY BAY AT ANDROS ISLE, LTD., a Florida limited partnership, on behalf of the limited liability company and the partnership. He is personally known to me.


Notary Public, State of Florida

My Commission Expires:



BOOK 14504 PAGE 1346

EXHIBIT A-1

Lots 1 through 34 and Lots 127 through 164 of ANDROS ISLE PARCEL C, according to the Plat thereof, as recorded in Plat Book 89, Page 136 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

BOOK 14504 PAGE 1347

EXHIBIT A-2

Lots 1 through 60 of ANDROS ISLE PARCEL C REPLAT, according to the Plat thereof, as recorded in Plat Book 92, Page 1 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

BOOK 14504 PAGE 1348
Dorothy H. Wilken, Clerk

CONSENT OF MORTGAGEE

BankAtlantic, being the owner and holder of the mortgage lien encumbering all or a portion of the parcel of real property described in the Supplemental Declaration for Neighborhood "C", hereby consents to and joins in the filing of this First Amendment to Supplemental Declaration for Neighborhood "C".

Signed, sealed and delivered in the presence of:

Kay Ramage

BANKATLANTIC

Print Name: KAY RAMAGE

Sylvia Serrano

By: Marcia Snyder EVP
Marcia Snyder,
Executive Vice President

Print Name: Sylvia Serrano

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Marcia Snyder, Executive Vice President of BankAtlantic, and she duly acknowledged that she executed the within instrument as such officer on behalf of such corporation this 18 day of November, 2002. She is personally known to me or produced a Florida drivers' license as identification.

Michelle D. Burgess
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
Print Name: Michelle D. Burgess

My Commission Expires:



Michelle D. Burgess
MY COMMISSION # CC802927 EXPIRES
January 19, 2003
BONDED THRU TROY FARM INSURANCE, INC.

c:\My Files\Andros\Brittany Bay\Amendment to Supplemental Dec.

RECORD & RETURN TO:
PETER M. HODKIN, ESQ.
PETER M. HODKIN, P.A.
One East Broward Blvd Suite 1501
Fort Lauderdale, Florida 33301

Prepared by and return to:
Joel D. Kopelman, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, B-100
Pt. Lauderdale, FL 33312

RECORD & RETURN TO:
PETER M. HODKIN, ESQ.
PETER M. HODKIN, P.A.
One East Broward Blvd Suite 1501
Fort Lauderdale, Florida 33301

SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "C"

THIS SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "C" (the "Supplemental Declaration") is made as of the 7th day of February, 2001, by **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 220, Virginia Beach, VA 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto (the "Declarant Property"); and

WHEREAS, the Declarant Property is a portion of the Additional Property (as defined in the Declaration); and

WHEREAS, the Declarant desires to establish a Neighborhood (as defined in the Declaration) for the purpose of levying Neighborhood Assessments (as defined in the Declaration); and

WHEREAS, the Declarant Property is hereinafter referred to as the "Real Property";

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Real Property to the provisions of the Declaration and this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their

respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit ("Association"), in accordance with the terms of the Declaration.

ARTICLE I **DEFINITIONS**

The definitions contained in the Declaration, as amended, are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration. The Real Property is hereby declared to be the Property pursuant to the Declaration.

ARTICLE II **NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS**

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "C". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "C" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;
- (b) General trimming of trees or shrubs on the Lot which are or will be initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an

- easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery on the Lot, which the Association is to maintain or in adjoining areas described in subparagraph (d) above; and
 - (f) All bills for electric utilities metered or billed by the supplier to the account of the Association or other utilities metered or billed to the Association, including, but not limited to, water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "C", subject to the terms and provisions of the Declaration.

ARTICLE III EASEMENTS

The Declarant hereby grants to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and
- (b) For any and all irrigation lines, sprinkler heads and irrigations pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alternations to such improvements other than a building or structure (such as, but not

limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ARTICLE IV
ADDITIONAL COVENANTS

The Declarant subsequent to the recording of this Supplemental Declaration in the Public Records of Palm Beach County, Florida may convey all or a portion of the Real Property to a Builder (as defined in the Declaration). The Builder shall have the right, but not the obligation, to establish additional covenants, restrictions and easements with respect to the Lots comprising the Real Property and/or to form a homeowners association for the purposes of, among other things, providing for additional maintenance, easements, restrictions or for levying assessments by a homeowners association (unrelated to the Association) for such purposes on the Lots comprising the Real Property. Notwithstanding the foregoing, any additional covenants, restrictions or easements affecting the Lots imposed by a Builder and/or any and all documents prepared in connection with a homeowners association shall be subject to the prior written approval of Declarant. Any approval by the Declarant with respect to any of the foregoing shall not impose any liability or warranty obligations on the Declarant or its successors or assigns, and shall not make any of them a joint venturer with the Builder or any owner of the Real Property. In no event shall any assessments of a homeowners association be levied upon any of the Lots owned by the Declarant within the Real Property during Declarant's ownership of such Lots. Further, any claim(s) of lien for assessments of any type or nature filed by a homeowners association shall be forever subordinate to any lien filed by the Association in the Public Records of Palm Beach County, Florida, notwithstanding the date of such filing by the Association.

ARTICLE V
AMENDMENT

Except as hereinafter provided, this Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph I of Article XII of the Declaration. Further and notwithstanding anything in the Declaration or the Supplemental Declaration to the contrary, in the event, all or any portion of the Real Property is replatted by the owner thereof subsequent to the recording of this Supplemental Declaration in the public records of Palm Beach County, Florida, the Declarant shall have the right, but not the obligation, to amend this Supplemental Declaration to among other things, modify the number of Lots within Neighborhood "C" and such amendment need only be executed by the Declarant and the owner of the Lots within such replat.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed in its name, day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

By: Nathan D. Benson
Nathan D. Benson, Vice President

Kristen P. McKinzie
Print Name: KRISTEN P. MCKINZIE

K. Muns
Print Name: K. MUNS

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH)ss.
)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation, as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 7 day of FEBRUARY, 2000.



Jean A. Norton
Notary Public
Print Name: JEAN A. NORTON

[SEAL]



My Commission Expires:

My Commission Expires November 30, 2004

\\HOSTjdm\andros\supp\cc-Neighborhood.C.wpd
January 5, 2001 01

The undersigned hereby joins in the foregoing Supplemental Declaration.

Signed, sealed and delivered
in the presence of:

**ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: [Signature]
Alan Resh, President

[Signature]
Print Name: KRISTEN P. MCKENZIE

[Signature]
Print Name: K. MUNS

COMMONWEALTH OF VIRGINIA)
")ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 7 day of FEBRUARY, 2000.



My Commission Expires:

My Commission Expires November 30, 2004

[Signature]
Notary Public
Print Name: JEAN A. NORTON

[SEAL]



ORB 12550 Pg 320
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"

Lots 1 through 164, inclusive, of Andros Isle Parcel "C", according to the Plat thereof, recorded in Plat Book 89, Page 136, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY



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OR BK 14504 PG 1354
Palm Beach County, Florida

DOCUMENT COVER PAGE

[Space above this line reserved for recording office use.]

Document Title:

First Amendment to Supp Deed
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

Kermon Jones

To:

Brief Legal Description:

(If applicable)

Return Recorded Document to:

RECORD & RETURN

JOSEPH B RYAN III, Esq.

JOSEPH B RYAN III, P.A.

One East Broward Lane, Suite 1501

Fort Lauderdale, FL 33301

This is Not a Certified Copy

FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
FOR NEIGHBORHOOD "B"

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "B" (hereinafter referred to as "First Amendment") is made this ____ day of October, 2002 by Brittany Bay at Andros Isle, Ltd., a Florida limited partnership (hereinafter referred to as "Assignee Declarant") whose address is 3111 University Drive, Suite #610, Coral Springs, Florida 33065.

WITNESSETH

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle recorded under Clerk's File no. 98-138218 in Official records book 10346, Page 235, of the Public Records of Palm Beach County, Florida as amended from time to time (collectively the "Declaration"); and

WHEREAS, the Supplemental Declaration for Neighborhood "B" was recorded in Official Records Book 10514, Page 998 of the Public Records of Palm Beach County, Florida (the "Supplemental Declaration"); and

WHEREAS, Assignee Declarant is a Builder as defined in the Declaration; and

WHEREAS, Andros Isle Limited Partnership, a Virginia limited partnership, the Declarant pursuant to the Declaration has assigned certain rights of the Declarant to amend the Supplemental Declaration to Assignee Declarant pursuant to that certain Assignment Agreement recorded in Official Records Book 14504 Page 1349, of the Public Records of Palm Beach County, Florida.

NOW THEREFORE, Assignee Declarant hereby amends the Supplemental Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article II is hereby amended by adding the following items to be performed by Andros Isle Property Owners Association, Inc. ("Association") on the Lots in Neighborhood "B" for which assessments may be levied by the Association against all lots in Neighborhood "B":

"(g) pressure cleaning and/or painting of the exterior of Residences located on the Lots and/or reserves for such matters; and

(h) pressure cleaning of the roofs of the Residences on the Lots and/or reserves for such matters.”

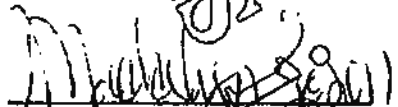
- 3. Except as amended herein the Supplemental Declaration remains in full force and effect.

EXECUTED as of the date and year first above written.

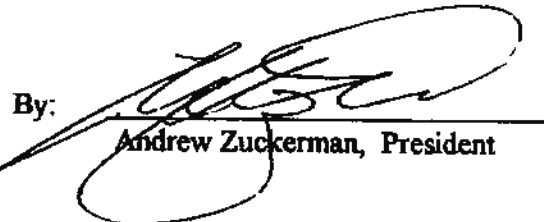
Signed, sealed and delivered in the presence of:

BRITTANY BAY AT ANDROS ISLE, LTD., a Florida limited partnership

By: ZUCKERMAN HOMES AT ANDROS ISLE, a Florida corporation, its General Partner


Madalyn Rosen



Stacy Brown

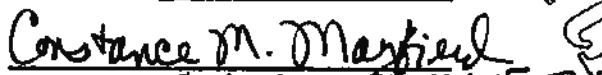
By: 
Andrew Zuckerman, President

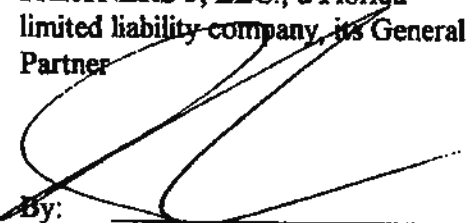
CORPORATE SEAL

And

By: BANKATLANTIC VENTURE PARTNERS 3, LLC., a Florida limited liability company, its General Partner


Print Name: SETH M. WICK


Print Name: CONSTANCE M. MAYFIELD

By: 
John E. Abdo, President

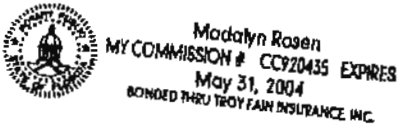
CORPORATE SEAL

Not a Certified Copy

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of ~~October~~ November, 2002 by Andrew Zuckerman, President of ZUCKERMAN HOMES AT ANDROS ISLE, INC., a Florida corporation, which corporation is a general partner of BRITTANY BAY AT ANDROS ISLE, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me.

Madalyn Rosen
Notary Public, State of Florida
Madalyn Rosen



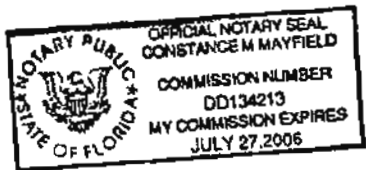
My Commission Expires:

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4th day of ~~October~~ November, 2002 by John E. Abdo, President of BANK ATLANTIC VENTURE PARTNERS 3, LLC, a Florida limited liability company, which limited liability company is a general partner of BRITTANY BAY AT ANDROS ISLE, LTD., a Florida limited partnership, on behalf of the limited liability company and the partnership. He is personally known to me.

Constance M. Mayfield
Notary Public, State of Florida

My Commission Expires:



Notarized
Certified
copy

CONSENT OF MORTGAGEE

BankAtlantic, being the owner and holder of the mortgage lien encumbering all or a portion of the parcel of real property described in the Supplemental Declaration for Neighborhood "B", hereby consents to and joins in the filing of this First Amendment to Supplemental Declaration for Neighborhood "B".

Signed, sealed and delivered in the presence of:

Kay Ramage
Print Name: KAY RAMAGE

BANKATLANTIC

Sylvia Berrano
Print Name: Sylvia Berrano

By: Marcia Snyder, EVP
Marcia Snyder,
Executive Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared Marcia Snyder, Executive Vice President of BankAtlantic, and she duly acknowledged that she executed the within instrument as such officer on behalf of such corporation this 18 day of November, 2002. She is personally known to me or produced a Florida drivers' license as identification.

Michelle D. Burgess
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
Print Name: Michelle D. Burgess

My Commission Expires:



Michelle D. Burgess
MY COMMISSION # CC802927 EXPIRES
NOVEMBER 19, 2003
BONDED TRUSTEES INSURANCE, INC.

Notary Public
2007

③

Prepared by and return to:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, B-100
 Ft. Lauderdale, FL 33312

Jul-13-1998 11:14am 98-264586
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SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "B"

THIS SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "B" (the "Supplemental Declaration") is made as of the 2 day of July, 1998, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 220, Virginia Beach, VA 23452 and BRITTANY BAY AT ANDROS ISLE, LTD., a Florida limited partnership (hereinafter referred to as "Builder" whose address is 6650 NW 41st Street, Coral Springs, FL 33067.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle (the "Declaration") which is recorded under Clerk's File No. 98-138218 in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida;

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto (the "Declarant Property").

WHEREAS, Builder is the owner of the property described in Exhibit "B" attached hereto and made a part hereof (the "Builder Property").

WHEREAS, the Builder Property is a portion of the Property which is encumbered by the Declaration as a result of the filing of that certain Supplemental Declaration recorded in Official Records Book 10354, Page 205 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declarant Property is a portion of the Additional Property (as defined in the Declaration).

Host:JDK:Andros:suppdec-Neighborhood A11.wpd

WHEREAS, the Declarant and the Builder desire to establish a Neighborhood (as defined in the "Declaration") for the purpose of levying Neighborhood Assessments (as defined in the "Declaration"); and

WHEREAS, the Declarant Property and the Builder Property are hereinafter collectively referred to as the "Real Property".

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Declarant Property to the provisions of the Declaration and this Supplemental Declaration, and the Builder hereby subjects the Builder Property to the terms and provisions of this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the terms of the Declaration.

ARTICLE I DEFINITIONS

The definitions contained in the Declaration are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots hereinafter created by the recording of a subdivision plat in the Public Records of Palm Beach County, Florida of the Declarant Property and each of the Lots comprising the Builder Property shall constitute a Lot pursuant to the Declaration. The Declarant Property is hereby declared to be the Property pursuant to the Declaration.

ARTICLE II NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS

All Lots now existing or hereafter created within the Real Property are hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "B". Neighborhood Assessments may be levied by the Association for those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "B" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no

responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;

- (b) General trimming of trees or shrubs on the Lot which were initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "B", subject to the terms and provisions of the Declaration.

ARTICLE III
EASEMENTS

The Declarant and Builder hereby grant to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and
- (b) For any and all irrigation lines, sprinkler heads and irrigation pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ARTICLE III
AMENDMENT

This Supplemental Declaration may be amended in the same manner and to the same extent as the Declaration may be amended as more particularly provided in Paragraph 1 of Article XII of the Declaration.

STATE OF Florida)
)ss.
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN E. ARDO, as PRESIDENT of BankAtlantic Venture Partners 3, Inc., a Florida corporation, a general partner of Brittany Bay at Andros Isle, Ltd., a Florida limited partnership, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Corporation and Partnership for the purposes expressed therein.

WITNESS my hand and official seal this 8TH day of JULY, 1998.



My Commission Expires

Alexander M. Dunn

Notary Public

Print Name: ALEXANDER M. DUNN (SEAL)

COPY

DRB 10514 Pg 1005

The undersigned hereby joins in the foregoing Supplemental Declaration.

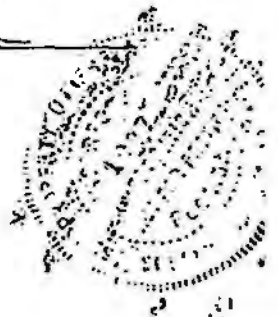
Signed, sealed and delivered
in the presence of:

ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

Jennifer Norris
Print Name: Jennifer Norris

By: [Signature]
Alan Resh, President

Shelley Lewis
Print Name: Shelley Lewis



COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the corporation for the purposes expressed therein.

WITNESS my hand and official seal this 30th day of June, 1998.

Debra A. Dietz
Notary Public
Print Name: DEBRA A. DIETZ (SEAL)

My Commission Expires: 8/31/98



CONSENT AND SUBORDINATION

The undersigned, BANKATLANTIC, a Federal Savings Bank ("Mortgagee") whose mailing address is 1750 East Sunrise Boulevard, Fort Lauderdale, Florida 33304, as the owner and holder of that certain mortgage deed and security agreement recorded in Official Records Book 10354, at Page 213 of the Public Records of Palm Beach County, Florida (the "Mortgage"), does hereby consent to and subordinate the Mortgage to the Supplemental Declaration to which this instrument is attached.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 30 day of June, 1998.

Signed, sealed and delivered
in the presence of:

BANKATLANTIC, a Federal Savings Bank

Print Name: David C. Hardin

By: Marcia K. Snyder
Print Name: Marcia K. Snyder

Title: Executive Vice President

Print Name: Martha J. Clapp

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of June, 1998 by MARCIA K. SNYDER, as Exec. V. President BankAtlantic, a Federal Savings Bank, on behalf of the said entity. ~~He~~/she is personally known to me ~~and produced~~ ~~XXXXXX~~ ~~XXXXXXXXXX~~

Martha J. Clapp
Notary Public
Print Name: _____

[SEAL]

My Commission Expires:



Host: UN: Androl: Supplier: Neighborhood: An: upl

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 1, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, AND A PART OF PARCEL "C", ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 87, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 OF SAID PLAT OF ANDROS ISLE PARCEL "B"; SAID NORTHWEST CORNER BEING A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 460.00 FEET, AND WHOSE RADIUS POINT BEARS NORTH 58°59'22" WEST; THENCE NORTHERLY ALONG SAID CURVE, AND ALONG THE BOUNDARY OF SAID PLAT OF ANDROS ISLE PARCEL "B", THROUGH A CENTRAL ANGLE OF 89°17'20", A DISTANCE OF 556.29 FEET TO THE END OF SAID CURVE; THENCE, NORTH 74°10'09" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 81.93 FEET; THENCE, NORTH 74°07'17" EAST, A DISTANCE OF 26.54 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 74°07'17" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 19.57 FEET; THENCE, NORTH 60°14'18" EAST, A DISTANCE OF 34.25 FEET; THENCE, NORTH 52°54'35" EAST, A DISTANCE OF 29.63 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 52°54'35" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 1.24 FEET; THENCE, NORTH 32°17'31" EAST, A DISTANCE OF 1.71 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 32°17'31" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 48.37 FEET; THENCE, NORTH 16°35'44" EAST, A DISTANCE OF 44.42 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 16°35'44" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 3.21 FEET; THENCE, NORTH 02°45'39" WEST, A DISTANCE OF 2.49 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 02°45'39" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 58.81 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 02°45'39" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 2.31 FEET; THENCE, NORTH 35°01'16" WEST, A DISTANCE OF 1.14 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 35°01'16" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 55.38 FEET; THENCE, NORTH 24°34'20" WEST, A DISTANCE OF 72.79 FEET; THENCE, NORTH 62°41'17" WEST, A DISTANCE OF 2.08 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 62°41'17" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 43.07 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 62°41'17" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 67.05 FEET; THENCE, NORTH 23°16'30" EAST, A DISTANCE OF 13.64 FEET; THENCE, NORTH 08°44'12" WEST, A DISTANCE OF 86.93 FEET; THENCE, NORTH 24°11'54" EAST, A DISTANCE OF 127.17 FEET; THENCE, NORTH 67°00'35" EAST, A DISTANCE OF 64.15 FEET; THENCE, SOUTH 83°47'57" EAST, A DISTANCE OF 135.30 FEET; THENCE, SOUTH 88°39'42" EAST, A DISTANCE OF 40.05 FEET; THENCE, SOUTH 83°47'57" EAST, A DISTANCE OF 283.00 FEET; THENCE, SOUTH 33°19'04" EAST, A

Exhibit A page 1 of 3

DRB 10514 Pg 1009

DISTANCE OF 5.19 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 33°19'04" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 36.87 FEET; THENCE, SOUTH 24°34'38" EAST, A DISTANCE 116.88 FEET; THENCE, SOUTH 36°25'15" EAST, A DISTANCE OF 179.68 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, SOUTH 05°42'42" WEST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 262.19 FEET; THENCE, CONTINUE SOUTH 05°42'42" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 9.00 FEET; THENCE, NORTH 84°17'18" WEST, A DISTANCE OF 45.96 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 84°17'18" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 31.94 FEET; THENCE, SOUTH 83°08'25" WEST, A DISTANCE OF 18.40 FEET; THENCE, NORTH 88°48'41" WEST, A DISTANCE OF 95.53 FEET; THENCE, NORTH 76°55'14" WEST, A DISTANCE OF 14.73 FEET; THENCE, NORTH 88°24'12" WEST, A DISTANCE OF 78.39 FEET; THENCE SOUTH 82°35'19" WEST, A DISTANCE OF 28.57 FEET; THENCE SOUTH 30°09'57" WEST, A DISTANCE OF 119.85 FEET; THENCE, SOUTH 28°13'05" EAST, A DISTANCE OF 24.14 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 28°13'05" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 5.87 FEET; THENCE, SOUTH 07°48'31" EAST, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 07°48'31" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 1.84 FEET; THENCE, SOUTH 12°06'41" EAST, A DISTANCE OF 42.60 FEET; THENCE, SOUTH 41°33'16" EAST, A DISTANCE OF 41.81 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 41°33'15" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 44.03 FEET; THENCE, SOUTH 49°31'38" WEST, A DISTANCE OF 11.72 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 49°31'38" WEST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 24.45 FEET; THENCE, SOUTH 31°42'28" EAST, A DISTANCE OF 6.10 FEET; THENCE, CONTINUE SOUTH 31°42'28" EAST, A DISTANCE OF 139.34 FEET, TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 31°42'28" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°45'24", A DISTANCE OF 41.38 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID PLAT BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 01° 52' 28", A DISTANCE OF 3.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, AND CONTINUING ALONG SAID PLAT BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 09°06'07", A DISTANCE OF 42.81 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 11°56'27" EAST, A DISTANCE OF 124.88 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 11°56'27" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 8.81 FEET; THENCE, NORTH 75°29'23" EAST, A DISTANCE OF 11.88 FEET; THENCE, NORTH 89°24'22" EAST, A DISTANCE OF 102.22 FEET TO THE INTERSECTION THEREOF WITH SAID PLAT BOUNDARY LINE; THENCE, CONTINUE NORTH 89°24'22" EAST, DEPARTING SAID PLAT BOUNDARY LINE, A DISTANCE OF 25.59 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY BOUNDARY LINE OF SAID PARCEL "C"; THENCE, SOUTH 23°28'52" EAST, ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 1.82 FEET TO THE INTERSECTION THEREOF WITH SAID ANDROS ISLE PARCEL "B" PLAT BOUNDARY LINE; THENCE, CONTINUE SOUTH 23°28'52" EAST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 35.50 FEET; THENCE, SOUTH 38°57'57" EAST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 174.15 FEET; THENCE, SOUTH 40°25'04" WEST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 137.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID PLAT BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 60°16' 07", A DISTANCE OF 152.52 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 79 18' 50" WEST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 92.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 215.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID PLAT BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 64° 48' 13", A DISTANCE OF 243.17 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 14° 30' 37" WEST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 16.18 FEET; THENCE, NORTH 66°13'12" WEST, ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 67.92 FEET TO THE

page 2 of 3

ORB 10514 Pg 1010

SOUTHEAST CORNER OF LOT 4 OF SAID PLAT; THENCE, NORTH 23°48'48" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 121.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; SAID NORTHEAST CORNER BEING A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET AND WHOES RADIUS POINT BEARS NORTH 08°43'31" EAST; THENCE, THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY LINES OF LOTS 1, 2, 3, AND 4, OF SAID PLAT; THENCE, WESTERLY ALONG THE SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°53'06", A DISTANCE OF 79.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 52.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°23'18", A DISTANCE OF 21.23 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 88.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°33'29", A DISTANCE OF 27.98 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 66°13'12" WEST, A DISTANCE OF 35.98 FEET; THENCE, SOUTH 71°16'21" WEST, A DISTANCE OF 29.49 FEET TO THE POINT OF BEGINNING.

CERTIFIED COPY

page 3 of 3

ORB 10514 Pg 1011
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "B"

Lots 1 through 4, inclusive, of Andros Isle Parcel B, according to the Plat thereof, recorded in Plat Book 82, Page 1 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

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RECORD RETURN TO:

Prepared by and return to:
Joel D. Kopelman, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, B-100
Pt. Lauderdale, FL 33312

03/06/2002 10:20:34 20020120034
DR BK 13478 PG 0872
Palm Beach County, Florida

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
FOR NEIGHBORHOOD "A"**

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION FOR NEIGHBORHOOD "A" (the "First Amendment") is made as of the 25th day of February 2002, by **ANDROS ISLE LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant") whose address is 448 Viking Drive, Suite 225, Virginia Beach, VA 23452.

WITNESSETH:

WHEREAS, on April 17, 1998, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle, which is recorded Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida, as amended from time to time (collectively the "Declaration"); and

WHEREAS, on July 13, 1998, Declarant and Engle Homes/Palm Beach Inc., a Florida corporation recorded that certain Supplemental Declaration for Neighborhood "A" in Official Records Book 10514, Page 988, of the Public Records of Palm Beach County, Florida (the "Supplemental Declaration"); and

WHEREAS, Declarant is desirous of, amending the Supplemental Declaration to provide for certain additional Neighborhood Assessments (as defined in the Declaration) for certain items of maintenance to be performed with respect to the Residences constructed upon the Lots which are encumbered by the Supplemental Declaration; and

WHEREAS, the Declarant has the right and authority to amend the Supplemental Declaration pursuant to the Supplemental Declaration and the Declaration;

NOW, THEREFORE, in accordance with the terms and provisions of the Supplemental Declaration and the Declaration, the Declarant hereby amends the Supplemental Declaration as follows:

\\HOST\jdk\Andros\1st amend suppdec-Neighborhood.A.wpd

1. The foregoing recitations are true and correct and incorporated herein by reference.
2. Article II of the Supplemental Declaration is hereby amended by adding thereto subparagraph (g) and (h) as follows:
 - (g) Pressure cleaning and/or painting the exterior of Residences located on the Lots and/or to collect reserves for such matters.
 - (h) Pressure cleaning of the roofs of the Residences on the Lots and/or to collect reserves for such matters.
3. The definitions used in the Declaration and Supplemental Declaration are incorporated herein by reference and shall have their same meaning unless the context otherwise requires.
4. Except as amended by this First Amendment, the Supplemental Declaration shall remain in full force and effect.

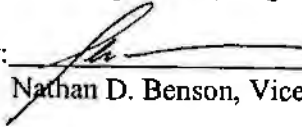
[SIGNATURE PAGE TO FOLLOW]

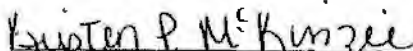
IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed in its name, as of the day and year first above written.


Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

By: 
Nathan D. Benson, Vice President


Print Name: KRISTEN P. MCKINZIE


Print Name: Valerie Douglas

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership. He is personally known to me or provided _____ as identification.

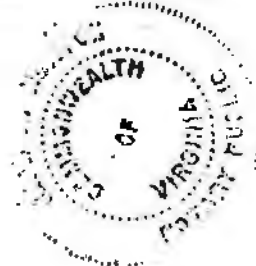
WITNESS my hand and official seal this 27 day of FEB, 2002.

Jean A. Norton
Notary Public
Print Name: Jean A. Norton

[SEAL]

My Commission Expires:

My Commission Expires November 30, 2004



CERTIFIED COPY

The undersigned hereby joins in the foregoing First Amendment.

Signed, sealed and delivered
in the presence of:

**ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

Catherine Holder
Print Name: CATHERINE HOLDER

By: [Signature]
Alan Resh, President

Valerie Douglas
Print Name: Valerie Douglas

COMMONWEALTH OF VIRGINIA)
)ss.
CITY OF VIRGINIA BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgments, personally appeared Alan Resh, as President of Andros Isle Property Owners Association, Inc., a Florida not-for-profit corporation. He is personally known to me or produces _____ as identification.

WITNESS my hand and official seal this 25th day of February 2002.

Karen A. Hiles
Notary Public
Print Name: Karen A. Hiles

[SEAL]

My Commission Expires: 5/31/2003



WHEREAS, the Declarant Property is a portion of the Additional Property (as defined in the Declaration); and

WHEREAS, the Declarant and the Builder desire to establish a Neighborhood (as defined in the "Declaration") for the purpose of levying Neighborhood Assessments (as defined in the "Declaration"); and

WHEREAS, the Declarant Property and the Builder Property are hereinafter collectively referred to as the "Real Property".

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subjects the Declarant Property to the provisions of the Declaration and this Supplemental Declaration, and the Builder hereby subjects the Builder Property to the terms and provisions of this Supplemental Declaration. The Real Property shall be held, sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Real Property and shall be binding upon all persons or Owners having any right, title or interest in such Real Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Andros Isle Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the terms of the Declaration.

ARTICLE I **DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference and shall have their same meaning unless the context otherwise requires. Each of the Lots comprising the Real Property constitute a Lot pursuant to the Declaration. The Declarant Property is hereby declared to be the Property pursuant to the Declaration.

ARTICLE II **NEIGHBORHOOD AND NEIGHBORHOOD ASSESSMENTS**

The Real Property is hereby declared to be a Neighborhood and which Neighborhood shall be known as Neighborhood "A". Neighborhood Assessments may be levied by the Association for

those purposes as set forth in the Declaration and shall be levied for the following purposes against all Lots in Neighborhood "A" for the following matters which shall be performed by the Association:

- (a) Mowing of front yard lawns of each Lot, and unless such have been fenced and prevent access at the time of mowing, the rear yard lawns on each Lot; provided, however, if access to a rear yard is prevented, the Association shall have no responsibility to perform the work described by this subparagraph (a) or as provided in subparagraph (b), (c) and (e) below;
- (b) General trimming of trees or shrubs on the Lot which were initially installed by the Builder of the Residence or the Declarant, and replacements thereof (provided such replacements require a similar level of maintenance); provided, however, the Association shall not perform any of the foregoing with respect to any other trees or shrubbery installed on a Lot;
- (c) Fertilizing and application of pesticides or other lawn treatments or repair to the lawn on a Lot and trees or shrubbery on the Lot which the Association is to maintain as provided in subparagraph (b) above;
- (d) Irrigation of the lawns, trees and shrubbery on a Lot which the Association is to maintain pursuant to subparagraph (a) and (b) above and such areas located (i) between the Lot and any abutting lake, canal or drainage ditch whether or not such area is owned by the Association or subject to an easement in favor of the Association, the NPBCID or other entity or agency; or (ii) between the Lots(s) and the pavement of the road adjoining the Lot(s);
- (e) Maintenance, repairs and replacement of all irrigation lines, sprinkler heads, irrigations pumps and equipment originally installed by the Builder of the Residence or the Declarant and used to provide irrigation to the lawn, trees and shrubbery, on the Lot, which the Association is to maintain or in adjoining area described in subparagraph (d) above; and
- (f) All bills for electric utilities or other utilities, including but not limited to water to perform the obligation of the Association pursuant to this Article II.

All Neighborhood Assessments shall be paid on an equal basis by all Lots within Neighborhood "A", subject to the terms and provisions of the Declaration.

ARTICLE III
EASEMENTS

The Declarant and Builder hereby grant to the Association (and its employees and contractors) non-exclusive, perpetual easements over, through, across and under the Real Property for the following purposes:

- (a) Ingress and egress to perform all of the obligations of the Association as set forth in the Declaration, as amended from time to time, and as set forth in this Supplemental Declaration; and
- (b) For any and all irrigation lines, sprinkler heads and irrigation pumps and equipment now or hereafter installed on or under portions of the Real Property and for all replacements thereof.

Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within the Real Property which has been constructed prior to the use of such easement or thereafter to be materially or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings built in accordance with the Declaration, as amended from time to time, prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscape area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alterations to or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

ENGLE HOMES/PALMBEACH, INC., a Florida corporation

Kathleen Dolence
Print Name: Kathleen Dolence

Donna Sordillo
Print Name: Donna Sordillo

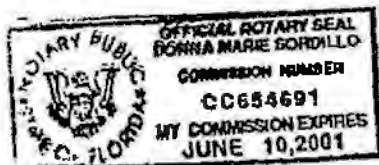
By: *[Signature]*
Print Name: John A. Kraynick
Title: Vice President



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John A. Kraynick, as Vice President of ENGLE HOMES/PALMBEACH, INC., a Florida corporation to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of the Corporation for the purposes expressed therein.

WITNESS my hand and official seal this 29th day of June, 1998.



Donna Marie Sordillo
Notary Public
Print Name: DONNA MARIE SORDILLO

[SRAL]

My Commission Expires: June 10, 2001

CONSENT AND SUBORDINATION

The undersigned, FIRST UNION NATIONAL BANK, a national banking association, ("Mortgagee") whose mailing address is 999 Waterside Drive, 2nd Floor, Real Estate Finance, Norfolk, Virginia 23510, as the owner and holder of that certain mortgage and security agreement recorded in Official Records Book 9664, at Page 1702, as re-recorded in Official Records Book 9755, at Page 1280, as further modified in Official Records Book 9933, at Page 110, all of the Public Records of Palm Beach County, Florida (collectively the "Mortgage") does hereby consent and subordinate the Mortgage to the Supplemental Declaration to which this instrument is attached.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 26 day of June, 1998.

Signed, sealed and delivered in the presence of:

FIRST UNION NATIONAL BANK, successor in interest by merger with FIRST UNION NATIONAL BANK OF VIRGINIA, a national banking association

Carole A. Felton
Print Name: Carole A. Felton

By: Christopher W. Brown
Print Name: Christopher W. Brown
Title: Senior Vice President

Christine A. Ravizza
Print Name: Christine A. Ravizza

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF NORFOLK)

The foregoing instrument was acknowledged before me this 26th day of June, 1998 by Christopher W. Brown as Senior V.P. of First Union National Bank, successor in interest by merger with First Union National Bank of Virginia, a national banking association, on behalf of the banking association. He/she is personally known to me or produced _____ as identification.

Stephanie B. Parsons
Notary Public
Print Name: Stephanie B. Parsons

My Commission Expires 05/31/2002



EXHIBIT "A"

Lots 1 through 69, inclusive; Lots 85 through 95, inclusive; and Lots 100 through 126; inclusive, of Andros Isle Parcel A, according to the Plat thereof, recorded in Plat Book 81, Page 99 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

Host:DK\Andros\supploc-Neighborhood.A.wpd

ORB 10514 Pg 997
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "B"

Lots 70 through 84, inclusive; and Lots 96 through 99; inclusive, of Andros Isle Parcel A, according to the Plat thereof, recorded in Plat Book 81, Page 99 of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

\\Hort\DK\Andros\supp\dec-Neighborhood A.wpd

State of Florida



Department of State

This is

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 9, 1998, to Articles of Incorporation for ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N9700000453.

Not a certified copy

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Tenth day of April, 1998



CR2EC022 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

8-11413

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

FILED
98 APR -9 AM 9:59
STATE OF FLORIDA
SCLER
TALLAHASSEE

AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

In compliance with the laws of the State of Florida, the sole member of the Association and the Board of Directors, by Joint Corporate Action on April 6, 1998, hereby approve the following amendments to the Articles of Incorporation for ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE V - MEMBERSHIP

1. This Article is amended to add the following at the end of paragraph 1 thereof:

The Outparcel Owners shall be Limited Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Outparcel.

2. This Article is amended to add the following at the end of paragraph 2 thereof:

The transfer of the membership of any Outparcel Owner shall be established by the recording in the public records of Palm Beach County of a deed or other instrument establishing a transfer of record title to any Outparcel for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Outparcel. It shall be the responsibility and obligation of the former and new Outparcel Owner of the Outparcel to provide such copy to the Association.

3. This Article is amended to replace paragraph 3 with the following:

The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot or Outparcel owned by such Member.

8.12.98

ARTICLE VI - VOTING RIGHTS

This Article is amended to add the following:

CLASS C. Class C Members are non-voting members and shall be all Outparcel Owners. Notwithstanding that Class C Members are non-voting members, these Articles shall not be amended so as to adversely affect the rights of the Outparcel Owners as provided in the Declaration or these Articles, without the written consent of such Outparcel Owners.

This Amendment has been approved by Joint Corporate Action of the sole member and all the Directors of the Association as of April 6, 1998.

ANDROS ISLE PROPERTY OWNERS
ASSOCIATION, INC., a Florida
Not-for-Profit corporation

By: [Signature]
Alan Resh, President

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MIX

Paper from
responsible sources

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ORB 10346 Ps 296

EXHIBIT "C"

ARTICLES OF INCORPORATION

NOT A CERTIFIED COPY



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on January 28, 1997, as shown by the records of this office.

The document number of this corporation is N97000000453.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Twenty-eighth day of January, 1997



CR2E022 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

Exhibit C

P 1 of 13

ORB 10346 Pg 298

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ARTICLES OF INCORPORATION
OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with the powers set forth herein. All capitalized terms set forth herein to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle to be recorded in the public records of Palm Beach County, Florida, as such may be modified and supplemented from time to time.

ARTICLE I - NAME

The name of the corporation is ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Intrastate Registered Agent Corporation
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at Holland & Knight LLP, 625 N. Flagler Drive, West Palm Beach, Florida 33411, Attention: David L. Perry, Jr.; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - DEFINITIONS

Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

- a. "Assessment" means the amount of money which may be assessed against an Owner for the payment of the Owner's share of the costs and expenses arising under the Declaration, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments.
- b. "Common Property" means all of the Property, except the Lots and those portions of the Property which are dedicated to the public, together with any improvements thereon and all personal property intended for the common use and enjoyment of the Owners and any areas within the Property which the

P 2913

ORB 10346 Pg 299

Association is obligated to maintain, notwithstanding that it may not own fee simple title to such areas. The Common Property to be maintained by the Association may specifically include, without limitation, rights of way of any publicly dedicated roads, signs, fencing, landscaped entry features (including entry sign, lighting, irrigation, and landscaping), any landscaping not located within a Lot, parks, open areas, conservation areas, nature preserves, and recreational facilities, provided that the foregoing list shall not be deemed to be a representation or warranty that any of the foregoing types of Common Property will be provided. Common Property may also include all personal property owned or leased by the Association and intended for use by the Association the common use and enjoyment of the Owners.

- c. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.
- d. "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property or a parcel of land which is permitted to be improved with a Residence. References herein to "Lot" shall also include the Residence and all improvements constructed on a Lot, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and lands being hereafter referred to as a "Reconfigured Lot") to one Owner who constructs only one Residence thereon and who landscapes all the land within the Reconfigured Lot so that it appears to be a single building plot, such Reconfigured Lot shall be deemed to be one Lot subject to one Assessment and entitled to one vote, and except as specifically set forth herein, all references to Lots shall include Reconfigured Lots. Provided, however, if such a Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments.
- e. "Member" means a person entitled to membership in the Association, as provided in the Declaration and these Articles.
- f. "Neighborhood" means a group of Lots or portion of the Property which is developed as a separate residential community as may be specified, if at all, from time to time by the Developer in a Supplemental Declaration, in which the Owners of the property comprising the Neighborhood have a common interest, separate from the interest of the all the Owners. Such Lots and the improvements thereon may require a higher or lower level of maintenance or may have as an appurtenance certain recreational or other facilities which serve only the Owners of such Lots. Lots in a specified Neighborhood may be obligated to pay a Neighborhood Assessment for the additional maintenance of the Lots or Neighborhood Common Property, all as more fully hereinafter described and as set forth in Supplemental Declaration subjecting the Neighborhood to the terms and conditions of this Declaration. In the event that the Developer elects to develop a portion of Andros Isle under condominium ownership, such condominium shall constitute a Neighborhood and Owners of

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such condominium units shall be subject to the terms and conditions of this Declaration as well as the applicable declaration of condominium.

- g. "Neighborhood Common Property" means the Common Property which is restricted to the common use and enjoyment of the Owners of one or more Neighborhoods. All covenants, conditions, restrictions and easements affecting Common Property shall apply to Neighborhood Common Property except that the use and benefit of the Neighborhood Common Property and the cost of maintenance shall be restricted to the Owners in the Neighborhood.
- h. "Neighborhood Committee" means the persons elected by the Owners within the Neighborhood, if any, for the purpose of consulting with the Board in certain matters concerning the Neighborhood.
- i. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation. The term "Owner" does not include the record owner of fee simple title to the Apartment Parcel and the Commercial Parcel.
- j. "Property" means that certain real property more fully described as all of the land contained within the Residential Planned Development for Oakton Lakes, Palm Beach County, Florida.
- k. "Residence" means any single family residential dwelling [or a unit in a multi-family dwelling] constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities.

ARTICLE V - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The Association shall be the not for profit corporation responsible for the duties, rights and responsibilities delegated to it from time to time under the Declaration. The specific purposes for which it is formed are to operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property, Common Property and Limited Common Property, all within a certain tract of land described in the Declaration ("Property") as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Property. For such purposes, the Association shall have and exercise the following authority and powers:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in the Declaration applicable to the Property and recorded in the office of the public records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, as well as the provisions of these Articles and the Bylaws.

p4913

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- h. To fix, levy, collect and enforce payment by any lawful means all Assessments, pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- c. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- d. To borrow money and, with the assent of seventy-five percent (75%) of the Members, mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- e. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.
- f. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Property, as more fully provided in the Declaration.
- g. To act as purchasing agent for goods and services for the Association and for the benefit of the Members of the Association.
- h. To make, establish and amend reasonable rules and regulations governing the use of the Property, Common Property, and Neighborhood Common Property.
- i. To maintain, repair, replace, operate and manage the Common Property, Limited Common Property and Neighborhood Common Property.
- j. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property, Common Property and Neighborhood Common Property.
- k. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, and federal and state law.

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ARTICLE VI - MEMBERSHIP

a. Every person or entity who is record owner of a fee or undivided fee interest in any Lot subject to the Declaration, including the Andros Isle Limited Partnership, a Virginia limited partnership ("Developer") shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

b. The transfer of the membership of any Owner shall be established by the recording in the public records of Palm Beach County of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

c. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

ARTICLE VII - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned, but shall have no voting rights until Turnover. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in these Articles and Bylaws.

(2) Class B. The Class B Member shall be the Developer who shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- (a) Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.
- (b) Such earlier date as Developer, in its sole discretion, may determine in writing.

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After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, the Developer may appoint the minority members of the Board (or at least one (1) Director) for so long as the Developer owns at least five (5%) percent of the Lots within the Property. After Turnover, the Developer shall be a Class A Member with respect to the Lots which it owns and shall have all the rights and obligations of the Class A Members, except that it may not cast its votes for the purpose of acquiring control of the Association or selecting the majority of the members of the Board.

Whenever in these Articles, the Declaration or the Bylaws, the approval of a majority or a specified percentage of the Owners or Members is required, the approval shall be deemed given if the Owners or Members holding the majority or specified percentage of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy, approve the matter or alternatively, if the Owners or Members holding the majority or specified percentage of all votes give their written approval.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than nine (9), all as more fully described in the Bylaws. The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Alan Resh	President
Don Frederick	Secretary/Treasurer
Joseph Wharton	Vice President/Assistant Secretary

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the termination of the Class B Membership.

The Directors shall be elected as provided in the Bylaws. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member may be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE IX - TERM OF EXISTENCE

This corporation shall have perpetual existence unless dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

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ARTICLE X - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members (then entitled to vote) in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors.

ARTICLE XII - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or repealed in the manner set forth in the Bylaws.

ARTICLE XIII - AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the assent of persons holding seventy-five percent (75%) of the votes and provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIV - INDEMNIFICATION

This Association shall indemnify any and all of its current or former directors, officers, employees or agents to the fullest extent permitted by applicable law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeals thereof to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not be exclusive of any other rights to which any matter of law or which he may

ORB 10346 Ps 305

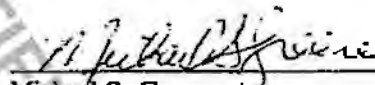
be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Michael S. Greene
Holland & Knight, LLP
625 North Flagler Drive, Suite 700
West Palm Beach, FL 33401

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 27 day of January, 1997.



Michael S. Greene

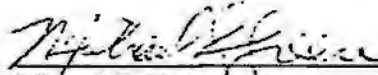
ORB 10346 Pg 306

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

RECORDED
FILED
JAN 29 AM 2:03
CLERK OF COUNTY
COMMISSIONERS

In compliance with Section 48.091, Florida Statutes, the following is submitted:

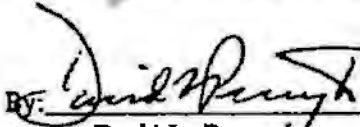
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business in the City of West Palm Beach, County of Palm Beach, State of Florida, has named Intrastate Registered Agent Corporation, 701 Brickell Avenue, Suite 3000, Miami, Florida 33131, as its agent to accept service of process within Florida.


Michael S. Greene

Date: January 27, 1997

Having been named to accept service of process for the above stated corporation at Intrastate Registered Agent Corporation, 701 Brickell Avenue, Suite 3000, Miami, Florida 33131, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Intrastate Registered Agent Corporation

BY: 
David L. Perry, Jr.
Vice President

Date: January 27, 1997

WPB-62361.2

810 113

CFN 20220464252
OR BK 33969 PG 1189
RECORDED 11/22/2022 10:25 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1189 - 1192; (4pgs)

Prepared by and return to:

Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF RECORDING
AMENDMENT TO THE
BYLAWS OF ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING AMENDMENT TO BYLAWS OF ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC. (this "Certificate") is made this 17th day of November, 2022 by **ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle is recorded in the Official Records of Palm Beach County, Florida in Official Records Book 10346, Page 235, as amended from time to time, to which the Bylaws of Andros Isle Property Owners Association, Inc. are attached as Exhibit "D", as amended from time to time (the "Bylaws"); and

WHEREAS, Pursuant to Article XIII, Section A. of the Bylaws, the Bylaws may be amended upon the approval of a majority of the Association's Board of Directors (the "Board"); and

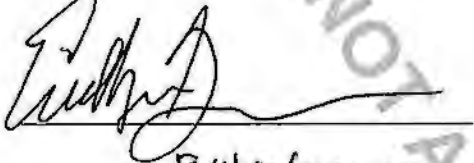
WHEREAS, on November 16th, 2022, at a properly noticed meeting of the Board, the Board approved the Amendment to the Bylaws of Andros Isle Property Owners Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "A" (the "Amendment"), in accordance with the provisions of the Bylaws.

NOW, THEREFORE, the undersigned hereby certifies that the following Amendment is a true and correct copy of the Amendment as amended by the Association:

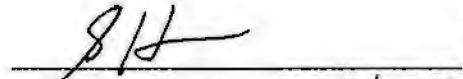
1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Amendment.** The Bylaws are hereby amended as set forth in the Amendment attached hereto as Exhibit "A" and incorporated as if fully set forth herein.

IN WITNESS WHEREFORE, this Certificate has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered in the presence of:



Print Name: Evelyn Guzman



Print Name: Susan Hanlon

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

a Florida not for profit corporation

By: 
Laurie Briggs, its President

Date: November 17, 2022

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 17th day of November, 2022, by Laurie Briggs as President for Andros Isle Property Owners Association, Inc., a Florida not for profit corporation, who is personally known to me or produced (IN PERSON NOTARY) as identification and did not take an oath.


Notary Public, State of Florida

Leslie Anne McCown
Print Name of Notary Public

My Commission Expires:



EXHIBIT "A"**AMENDMENT TO THE
BYLAWS OF ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**

(new language shown by underline,
deleted language shown by ~~strikeout~~,
" * * " shows unaffected language)

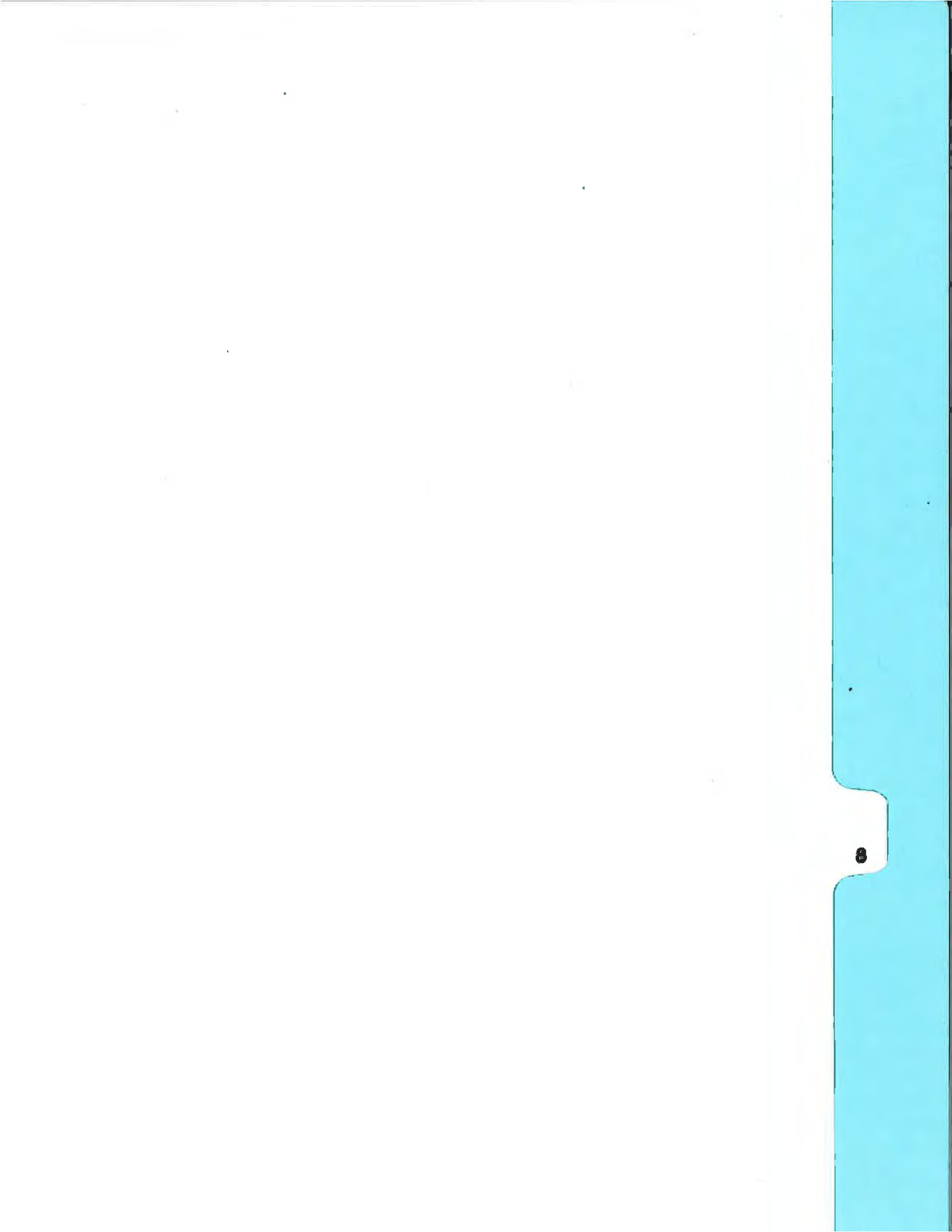
Article IV, Section B. of the Bylaws of Andros Isle Property Owners Association, Inc. is hereby amended to provide as follows:

Section B. Method of Nomination and Election. ~~Until Turnover (as more fully defined in the Declaration and the Articles) the Board shall consist of Directors appointed by the Class B Member. The Members of the Board of Directors to be elected by the Class A Members shall be elected by written ballot and limited proxy. Candidates for election may file a petition of candidacy at least one week before the annual meeting. Alternatively, nominations may be made from the floor by Members at said meeting. At least forty-five (45) days before a scheduled election, the Association shall mail, deliver, or electronically transmit to each Member a first notice of the date of the election. Any eligible Member desiring to be a candidate for the Board shall provide written notice of his/her intent to be a candidate to the Association at least twenty (20) days prior to the scheduled election. Such notice shall be effective upon receipt of same by the Association. No nominations shall be permitted past such date, and no nominations shall be permitted from the floor of the annual meeting of the Members at which the election is being conducted. The ballot shall provide the name of each candidate in alphabetical order by surname. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted.~~

Together with an eligible Member's written notice of his/her intent to be a candidate, such Member may provide a candidate information sheet describing the candidate's educational background, employment experience, and/or any other qualifications the Member deems relevant to his/her service on the Board. Such candidate information sheet shall be no larger than a single side of an eight and one-half inches by eleven inches (8½" by 11") sheet of paper. The Association shall include a copy of each candidate information sheet timely provided by a candidate together with second notice of

the annual meeting provided in accordance with Article III, Section C of these Bylaws. The Association shall not be liable for the contents of any candidate information sheet prepared by any candidate. In order to reduce costs, the Association may print or duplicate candidate information sheets on both sides of a sheet of paper and may do so in black and white.

NOT A CERTIFIED COPY





Prepared By and Return to:
Joel D. Kopelman, Esq.
Navon, Kopelman & Lavin, P.A.
2699 Stirling Road, Suite B-100
Ft. Lauderdale, FL 33312

11/22/2002 11:40:32 20020617094
OR BK 14426 PG 1630
Palm Beach County, Florida

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE AND THE BYLAWS OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR ANDROS ISLE AND THE BYLAWS OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC. ("Amendment") is made as
of the 19 day of November, 2002, by ANDROS ISLE LIMITED PARTNERSHIP, a
Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite
220, 448 Viking Drive, Virginia Beach, Virginia 23452.**

WITNESSETH:

**WHEREAS, Declarant is the Declarant defined in that certain Declaration of Covenants,
Conditions, Restrictions and Easements for Andros Isle which was recorded April 17, 1998 in
Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida,
and all amendments thereto (collectively the "Declaration"); and**

**WHEREAS, the Declarant has the right to amend the Declaration in accordance with
Article XII, Paragraph I of the Declaration, without the approval of any other party; and**

**WHEREAS, the Declarant has the right to amend the Bylaws ("Bylaws") of Andros Isle
Property Owners Association, Inc., a Florida not for profit corporation ("Association") in
accordance with Section A of Article XIII of the Bylaws;**

**WHEREAS, the Declarant has deemed it necessary to amend the Declaration to correct
certain scrivener's errors in the Declaration, amend certain other provisions of the Declaration,
and amend certain provisions of the Bylaws.**

**NOW, THEREFORE, in accordance with the terms and provisions of the Declaration
and Bylaws, the Declarant hereby amends the Declaration and Bylaws as follows:**

5. Fines shall be paid within thirty days after receipt of notice of their imposition and such fine shall be deemed a Lot Assessment pursuant to Article VI Section E. of this Declaration.

7. Section B of Article IV of the By-Laws of the Association is hereby deleted in its entirety and amended by substituting in its place the following Section B:

Section B. Method of Nomination and Election. Until Turnover (as more fully defined in the Declaration and the Articles) the Board shall consist of Directors appointed by the Class B Member. The Members of the Board of Directors to be elected by the Class A Members shall be elected by written ballot. Candidates for election may file a petition of candidacy at least one week before the annual meeting. Alternatively, nominations may be made from the floor by Members at said meeting.

Elections shall be determined by a plurality of those votes cast. There shall be no quorum requirement; provided however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Member shall permit any other person to vote his or her ballot and any such ballots improperly cast shall be deemed invalid, except that a Member's proxy can vote the Member's ballot. The regular election shall occur on the date of the annual meeting. Only those Members owning the specified type of Residence shall have the right to vote for the Directors representing such type of Residence. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates have filed petitions for candidacy or have been nominated to run than vacancies exist on the Board. After turnover, the Directors shall establish a method for staggering the terms of the Directors.

8. Except as modified by this Amendment, the Declaration and Bylaws as previously amended, shall remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

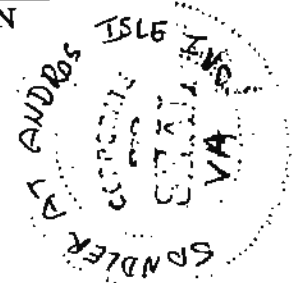
[Handwritten Signature]

Print Name: Debra A. Dietz

By: *[Handwritten Signature]*
Name: NATHAN D. BENSON
Title: Vice President

[Handwritten Signature]

Print Name: WISTEN P. MCENZIE



COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Nathan D. Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., a Virginia corporation as the general partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced _____ as identification, and who has executed the foregoing instrument on behalf of the corporation partnership for the purposes expressed therein.

WITNESS my hand and official seal this 19th day of November, 2002.

My commission expires: 8/31/04.

[Handwritten Signature]

Notary Public, State of Virginia

Print Name: DEBRA A. DIETZ



ORB 10346 Pg 310

EXHIBIT "D"

BY-LAWS

NOT A CERTIFIED COPY

ORB 10346 Ps 311

BYLAWS
OF
ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. - NAME AND LOCATION

The name of the corporation is ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 8501 Okeechobee Boulevard, West Palm Beach, Florida 33411, but meetings of members and Directors may be held at such places within Palm Beach County, Florida, as may be designated by the Board of Directors.

ARTICLE II. - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle to which these Bylaws are attached and recorded in the public records of Palm Beach County, Florida, as such may be modified and supplemented from time to time ("Declaration").

ARTICLE III. - MEETING OF MEMBERS

Section A. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular meeting of the Members shall be held on a such day as is duly designated and authorized by the Board of Directors of each year thereafter at the hour designated by the Board of Directors in the notice provided herein below.

Section B. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors or, after turnover, upon written request of the members who are entitled to vote one-quarter (1/4) of all of the votes of the Class A membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section C. Notice of Meeting.

1. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Lot or outparcel or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but no more than ninety (90) days before

Exhibit D

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such meeting to each Member entitled to vote thereat. Said notice shall be hand delivered to each Lot or Outparcel or addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice shall be addressed to the member's address last appearing on the books of the Association for the purpose of notice, or to the last address supplied by the member to the Association.

2. Any Member may, in writing signed by such Member, waive such notice and such waiver, when filed in the records of the Association whether before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section D. Voting. Class A Members and Class B Members shall be entitled to the voting rights as set forth in the Declaration and Articles of Incorporation. Class C Members have no voting rights.

Discussion that require a vote of the Members must be made with the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained.

Section E. Quorum. Members or proxies entitled to vote thirty percent (30%) of the votes of the members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

Section F. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be dated, state the time and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section G. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of all the Members who would have been required to vote upon the action, if such meeting

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were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy placed in the minute book.

Section H. Order of Business. The order of business at the annual meeting of members shall be as follows:

- a. Call to order
- b. Calling of the roll and certifying proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of unapproved minutes
- e. Election or appointment of inspectors of election
- f. Nomination and election of Board of Directors
- g. Reports
- h. Unfinished business
- i. Adjournment.

Section I. Adjournment. The adjournment of an annual or special meeting to a different date, time and place must be announced at that meeting before adjournment is taken; a notice must be given of the new time, date and place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting must be fixed, notice of the adjourned meeting be given to persons who are entitled to vote and are Members as of the new record date, but were not Members as of the previous record date.

ARTICLE IV. - BOARD OF DIRECTORS

Section A. Number of Directors. The affairs of the Association shall be managed by a Board of Directors of not less than three (3), but not more than nine (9) Directors, who shall be Members of the Association; provided, however, that for so long as the Class B Membership exists, the Directors need not be Members of the Association. Prior to Turnover (as defined in the Declaration), all Directors shall be appointed by the Class B Member. Starting with the first annual meeting after the turnover, there shall be five (5) members of the Board of Directors, which shall be elected at large by the Class A Members; however, so long as the Class B Member owns at least one Lot or any other property within Andros Isle, the Class B Member shall be entitled to appoint one Director. In the event that both attached and detached types of Residences are subjected to the Declaration, two (2) additional Directors shall be elected, one from the Members owning each type of Residence.

Section B. Method of Nomination and Election. Until Turnover (as more fully defined in the Declaration and the Articles) the Board shall consist of Directors appointed by the Class B Member. The Members of the Board of Directors to be elected by the Class A

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Members shall be elected by written ballot. Candidates for election may file a Petition of Candidacy, signed by not less than two members of the Board of Directors at least one week before the annual meeting. Alternatively, nominations may be made from the floor by Members at said meeting, provided, however, that such nominations must be seconded by at least three other Members.

Elections shall be determined by a plurality of those votes cast. There shall be no quorum requirement; provided however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Member shall permit any other person to vote his or her ballot and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Only those Members owning the specified type of Residence shall have the right to vote for the Directors representing such type of Residence. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. After turnover the Directors shall establish a method for staggering the terms of the Directors.

Section C. Resignation and Removal. The unexcused absence of a Director from three consecutive regular meetings of the Board shall be deemed a resignation. The at large Directors may be removed from the Board, with or without cause, by a majority vote of the Members of the Association; the Directors representing a type of Residence may only be removed, with or without cause, by the Members owing the specified type of Residences. These provisions do not apply to Directors appointed by Class B Member, who may be removed only by the Class B Member.

Section D. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of or his or her duties and may also be compensated by the Association for services unrelated to his or her service on the Board.

Section E. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section F. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the circuit court that has jurisdiction over the Property for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the Member shall mail to the

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Association by certified or registered mail, and post in a conspicuous place on the Common Property, a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time, the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees, and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted Board of Directors and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

ARTICLE V. - MEETINGS OF DIRECTORS

Section A. Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section B. Regular Meetings. Meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board and shall be open to all Members, except that meetings between the Board and its attorney with respect to proposed or pending litigation where the content of the meeting would otherwise be governed by attorney-client privilege may be closed to Members. Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight hours in advance, except in an emergency; in the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Board meetings shall be mailed or delivered to each Member at least seven (7) days in advance. Written notice of any meeting in which Assessments against the Lot or Outparcels are to be established shall specifically contain a statement that Assessments shall be considered and statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section C. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

Section D. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If

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a quorum is present when a vote is taken, the affirmative vote of the majority of the Directors is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects at the beginning of the meeting or promptly upon his or her arrival, to the holding of the meeting or the transacting of specified affairs at the meeting or unless he or she votes against or abstains from the action taken.

Section E. Voting. Directors may not vote by proxy or by secret ballot at Board Meetings, except that secret ballots may be used in the election of officers.

ARTICLE VI. - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section A. Powers. The Board of Directors shall have all powers permitted under Florida law, including but not limited to the power to:

1. Adopt and publish rules and regulations including fees, if any, governing the use of the Common Property, Limited Common Property, and Neighborhood Areas and the personal conduct of the Members and their guests thereon, and to include these in the Book of Resolutions.

2. Suspend the right of an Owner to use the Common Property and Neighborhood Areas during any period in which the Owner shall be in default for more than thirty (30) days after notice of the payment of any Assessment is levied by the Association. Such rights may also be suspended from Members, after notice and hearing, for a period not to exceed sixty (60) days for infraction of the Declaration, Articles or Bylaws.

3. Enter into such management agreement as may be required by the provisions of the Declaration, or as may be determined by the Board of Directors.

4. Appoint such committees as prescribed herein and such other committees as the Board of Directors may, from time to time, deem necessary or appropriate.

5. Enforce and administer all of the provisions of the Declaration and the rules and regulations.

Section B. Duties. It shall be the duty of the Board of Directors to perform the following:

1. Cause to be kept a complete record of all its corporate affairs, including the minutebook, make such records available for inspection by any Member or his or her agent, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board must be maintained in a written

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form or in another form that can be converted into written form in a reasonable time. A vote or abstention from voting for each matter for each Director present at a Board meeting must be recorded in the minutes.

2. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

3. Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or its authorized Agent.

4. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause persons to be bonded, if, in the sole discretion of the Board of Directors, it may seem appropriate.

5. Prepare the proposed annual budget, including separate sub-budgets for items therein for which Class C Members pay Outparcel Assessments, and any Neighborhood budget, submit the same to the membership for comments, and the Board shall approve the annual budget.

6. Fix General Assessments, Special Assessments, Emergency Assessments, Outparcel Assessments and any Neighborhood Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

7. Annually adopt the budgets and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid after they become due.

8. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

9. Cause the lien against any Lot or Outparcel for which Assessments are not paid after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay the same. /of Outparcel
Owner

10. Cause the Common Property, Limited Common Property, if any, and Neighborhood Areas to be maintained in accordance with the Declaration.

11. Procure and maintain adequate liability and hazard insurance on all Common Property owned by the Association and as required by the Declaration and such other insurance as the Board may deem necessary or as may be required by the Declaration.

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12. Retain minutes of all meetings of Members and of the Board of Directors in a businesslike manner, which shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times, and for a proper purpose; which records shall be retained for at least seven (7) years.

ARTICLE VII. - OFFICERS AND THEIR DUTIES

Section A. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section C. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section D. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section G. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section H. Duties. The duties of the officers are as follows:

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1. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; maintain the minutebook; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board. The Board may also appoint an Assistant Secretary who may fulfill the functions of the Secretary in the absence or unavailability of the Secretary. Third parties may rely on the actions of the Assistant Secretary permitted hereunder without inquiry as to the availability of the Secretary.

4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

ARTICLE VIII. - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose. Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

ARTICLE IX. - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE X. - ASSESSMENTS

Section A. Budgets. The Board of Directors of the Association shall prepare or cause to be prepared an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges for recreational amenities, and for items for which Class C Members are obligated to pay Assessments. The Association shall provide each Member with a copy of the annual budget, or written notice that a copy of the budget is available to the Members upon request with no charge.

Section B. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments, Neighborhood Assessments, Special Assessments, Emergency Assessments, and Outparcel Assessments (jointly referred to as "Assessments") which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Board of Directors may also assess and collect such late fees as are set forth in the Declaration. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot or Outparcel, and interest, costs and reasonable attorney's fees of any Assessment. No Member may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or abandonment of the Lot or Outparcel.

Section C. Financial Reports. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The financial report shall comply with applicable provisions of Florida law.

ARTICLE XI. - NOTICE OF TRANSFER

Prior to conveyance of any Lot or Outparcel to another, a Member shall provide to the Association written notice of the party to whom the Lot or Outparcel is to be conveyed together with an address for such new Member for Association records.

ARTICLE XII. - ASSOCIATION RECORDS

Section A. General Association Records. In accordance with the requirement of Section 617.303(4), the Official Records of the Association shall consist of:

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1. A copy of any plans, permits, warranties, and other items related to improvements constructed on the Common Property or other property which the Association is obligated to maintain.
2. A copy of the bylaws of the Association and of each amendment to the bylaws.
3. A certified copy of the articles of incorporation and of each amendment thereto.
4. A copy of the Declaration and each amendment thereto.
5. A copy of the current rules of the Association.
6. A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years.
7. A current roster of all Members and their mailing addresses, Lot or Outparcel identifications, and, if known, telephone numbers.
8. All current insurance policies of the Association or a copy thereof.
9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
10. A copy of all bids received by the Association for work to be performed which must be retained for one (1) year.

Section B. Financial Records. Accounting records for the Association and separate accounting records for each Lot or Outparcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The financial records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current and a periodic statement of the account for each Member of the Association, designating the name and address of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
3. All tax returns, financial statements and financial records of the Association.

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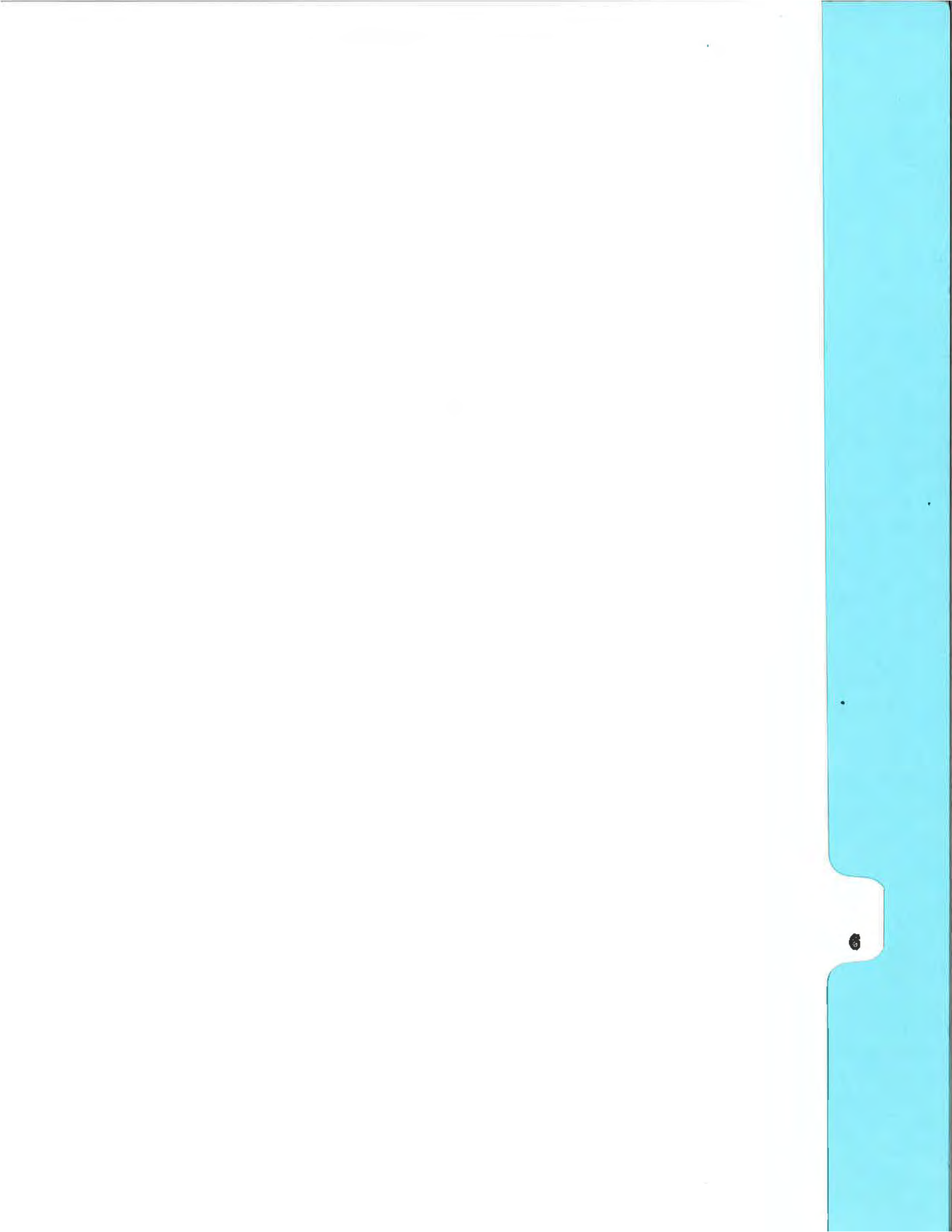
4. Any other records that identify, measure, record or communicate financial information.

Section C. Inspection and Copying of Records. The foregoing official records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing the copies of the official records.

ARTICLE XIII. - AMENDMENT

Section A. Procedure. These Bylaws may be amended by the Declarant at any time, until Turnover, after which time, such may be amended only by majority vote of the Board of Directors. Notwithstanding the foregoing, no amendment to this Declaration, the Articles of Incorporation or the Bylaws shall (i) increase the percentage of Outparcel Share (as defined in the Declaration) paid by any Outparcel Owner, (ii) impose any additional restrictive covenants on the use of any Outparcel, (iii) unreasonably restrict or limit the rights of Outparcel Owners with respect to the usage of the Stormwater Management Systems (as defined in the Declaration) or the Connector Road (as defined in the Declaration), or (iv) otherwise modify any terms, conditions or covenants in this Declaration, the Articles of Incorporation, or the Bylaws, in a manner which would adversely effect the rights of any Outparcel Owner, or which would impose any additional obligations on any Outparcel Owner, without receiving, in each instance, the prior written consent of the affected Outparcel Owners.

Section B. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws and/or the Articles of Incorporation, the Declaration shall prevail.





ANDROS ISLE POA

2400 Victoria Point, West Palm Beach, FL 33411

ACC

(Architectural Control Committee)

PROJECT APPLICATION FORMS

Updated March 1, 2023

(Replaces all previous ACC Application Forms)

MANAGEMENT OFFICE CONTACT: Office: 561-792-8288

Missy Evans, Property Manager: androspm@campbellproperty.com

Mary Davis, Assistant Property Manager: androsasst@campbellproperty.com

ARCHITECTURAL CONTROL PROJECT Application Information

The primary scope of the ACC is consideration of the overall proposed design plan, consistency of aesthetic appearance and standards within Andros Isle.

Homeowners are required to follow all governmental regulations, ordinances, rules, etc., as they relate to deed restrictions, right-of-way easements, building codes, utilities, permits, etc. and are solely responsible to obtain any construction permits or site preparation underground markers prior to project commencement. ACC approval is not to be construed as the authority of approval for any other agencies. **Permits are required for most property alterations.**

The ACC does NOT review or assume any responsibility for the following:

- The structural adequacy, capacity, safety features, electrical, mechanical, or any technical design of the proposed construction, alteration, or addition
- Whether the location is free from possible hazards, including but not limited to, easement areas, underground utilities, soil conditions, water drainage
- Performance, workmanship, or quality of work of any contractor or other person hired by the homeowner.

SUBMITTING A PROJECT APPLICATION

Applications must be submitted to the Property Manager's Office.

Applicants are encouraged to attend the ACC meeting when their application is being reviewed.

NO PROJECT MAY BE STARTED UNTIL THE ACC HAS GIVEN WRITTEN APPROVAL

Project Applications submitted without the required documentation will not go ACC for review until the required documentation has been submitted, which may delay the review of your application and the ability to start your desired project. If necessary, the ACC may request additional information and may delay the review pending receipt of such information.

All exterior alterations require written notice of two (2) ACC approvals.

1. Initial Approval of the Project Application

Project Applications must be submitted to the Property Manager's Office for review by the ACC. Projects may not be started until the application has been approved by the ACC and the applicant has been notified in writing. Notify the Management Office of the start date.

2. Final Inspection - Approval of Project Completion

Notify the Management Office of the completion date. When the approved project is completed, the ACC will conduct a Final Inspection. if the project was completed satisfactorily, the project will have been approved in full.

A representative of the ACC and/or Management Office have express permission to enter onto the applicant's property for site inspection at any time prior to or during project construction. If at any time the project is not being installed as approved, the ACC may require that the work be halted until the issue is resolved.

The homeowner understands that the authority to perform an alteration granted by this application will automatically expire if work is not commenced and completed within 180 days of approval, or other timeframe authorized by the ARC.

Extension of Time to Complete a Project or Change to ACC Approved Project Plan:

Reasonable extensions to complete an approved project may be granted at the discretion of the ACC. Changes to the original ACC approved project will only be considered by the ACC upon submission of a written request explaining the reason needed for an extension and approximate length of time needed for completion.

<p>UPON RECEIVING WRITTEN NOTICE OF ACC APPROVAL, THE APPLICANT IS REQUIRED TO NOTIFY THE MANAGEMENT OFFICE AS SOON AS THE FOLLOWING DATES ARE KNOWN:</p> <p>PROJECT START DATE: _____</p> <p>PROJECT COMPLETION DATE: _____</p>

ARCHITECTURAL REVIEW COMMITTEE (ACC) APPLICATION

PRINT OWNER NAME(s): _____ DATE: _____

Andros Isle ADDRESS: _____ LOT NUMBER: _____

Primary Mail Address: _____

CONTACT NUMBER: _____ EMAIL: _____

REFER TO THE ACC GUIDELINES FOR ADDITIONAL REQUIREMENTS OR RESTRICTIONS OF EACH PROJECT TYPE

TYPE OF PROPOSED CHANGE [Use a separate application for each different project item]

- Landscaping (Include description of all components, such as plants, ground cover, edging)
Common Property Landscape Variance (Section 39) (Hold Harmless Signature Required)
Shutters (Show diagram where shutters will be installed)
Driveway/Walkways (Describe pavers, patterns, colors)
Screen Enclosure: Front Rear (Describe frame features and screen sample)
Lighting: Coach Lights Landscape Lights Security Lights
OTHER Project Type: (Description):
TREES: See Preferred Tree Lists in the Management Office

DOCUMENTS REQUIRED WITH APPLICATION + \$ 25.00 APPLICATION FEE

Failure to provide the required documents may delay the review of your application by the ACC

- Lot Survey required for all projects. (Mark exact location of the project alterations/additions on survey)
Drawing/Photo illustrating identity and size of project (Examples: Lights, Doors, Pools, Walls)
Description of project details, including type, location, height, size, color, and surrounding features.

PROJECT PERMITS: Applicants are responsible for obtaining required Governmental Agency permits. Contact the City of West Palm Beach Permit Department 561-805-6700 if you have any permit questions.

Underground Utilities and Sprinkler Systems: Projects that require digging or any other activity that could potentially damage or disrupt use of underground irrigation systems or utilities must be reviewed in advance by Association Management and/or an authorized representative. Residents must contact the utility agencies to schedule a site visit to have underground utilities located and clearly marked before any ground intrusion is done near a utility or irrigation system. Only the Association Irrigation Contractor may move, alter, or change the irrigation system features on any property. Owners may be liable for any damages, repairs or cost of interrupted services caused by damage to underground utility, irrigation, or water/sewer/gas lines.

Homeowner Acknowledgement - Homeowner(s) Must Sign

The homeowner(s) submitting this application acknowledge that they have read the ACC Application instructions and Guideline requirements and agree to abide by those applicable to their project.

The homeowner(s) further acknowledge and agree to the following:

Damages: Owner(s) are responsible for all damages and the cost of repair of all damages associated with this project that occur on the homeowner's lot, any neighboring lot, or common area property. The Association shall not be responsible for the cost of any project damages.

Permits: Owner's responsibility to obtain any governmental agency permits required for this project.

Print Name: _____ Signature: _____ DATE: _____

Print Name: _____ Signature: _____ DATE: _____

**TREE PROJECT APPLICATION ONLY
ARCHITECTURAL REVIEW COMMITTEE (ACC)**

PRINT OWNER NAME(s): _____ DATE: _____

PRINT OWNER NAME(s): _____ (LIST ALL PROPERTY OWNER'S)

Andros Isle ADDRESS: _____ LOT NUMBER: _____

Primary Mail Address of Owner: _____

CONTACT NUMBER: _____ EMAIL: _____

The Association does not permit removal of healthy trees. Extenuating circumstances and other methods of correction must be tried and found to be unsuccessful before any consideration will be given to the removal of a healthy tree. (Root barriers/root trimming) The ACC will evaluate requests for removal of a healthy tree and has the authority to approve or deny removal.

Existing diseased, dead, or trees damaged by lightening or storms should be treated or removed as soon as possible to avoid spread to other trees. New trees should be verified disease free before being transferred to property.

Anyone planning to do excavation work must "Call Sunshine" at 1-800-432-4770 or DIAL 811 to schedule locations of underground utilities and prevent damages and costs causing by digging. **OWNERS ARE financially responsible for all damages associated with their project installation.**

REQUIRED with TREE APPLICATION - \$25.00 Application Fee

- A copy of the LOT SURVEY showing the exact location of existing tree(s) on the lot and proximity to the applicant dwelling, neighboring property line dwellings and the roadway, or sidewalk.
 - Photos showing underground utility markers (gas, cable, electrical) and irrigation/water lines.
 - Detailed description of exact type of new or replacement tree, including information such as: Tree species/name; maximum height/width of crown spread at maturity; whether bearing fruit or berries, etc.
 - Vendor/Contractor information and copy of contract, including removal and replacement of all trees and ground cover. Note: Exposed tree roots must be removed. Tree stumps must be ground down below ground level and the bare spot covered with sod or other ACC approved ground cover.
- ALL DEBRIS MUST BE REMOVED FROM SITE.** Landscape beds, lawn grass/sod, and other ground cover must be restored to original condition if damaged during tree removal.

PREFERRED TREE REPLACEMENTS – SEE LIST IN MANAGEMENT OFFICE

The following information is being provided as a courtesy for your convenience. The homeowner is solely responsible for making all inquiries, and obtaining all required permits and services necessary for the proposed project.

The ACC advises hiring only licensed and insured contractors for your protection.

PERMIT AND UTILITY CONTACT INFORMATION

➤ **PERMITS – CITY of WEST PALM BEACH PROJECT QUESTIONS? 561-805-6700**

Not all projects may require a permit, asking first is the smart way to avoid a penalty if you are required to have a permit.

➤ **UNDERGROUND UTILITY LOCATIONS Sunshine 811 This is a free service.**

For any excavation projects large or small, Chapter 556, F.S. says you must notify **Sunshine 811** by dialing **811**. Member utility companies will be notified when you are planning to dig and they will mark the approximate locations of underground lines, pipes, and cables in your yard or construction site. The process takes two full business days - day one starts the day after you call.

➤ **HOA SPRINKLER/IRRIGATION SYSTEMS**

If it is necessary to locate or move irrigation lines or sprinkler heads for your architectural project, you must contact the Management Office to arrange for the Association Irrigation Contractor to visit your property to evaluate the need to relocate or turn off any irrigation lines or sprinkler heads for your project. The Owner may be required to pay for the repair or replacement of any irrigation lines or sprinkler heads damaged during construction of your project.

ANDROS ISLE PROPERTY OWNERS' ASSOCIATION

2400 VICTORIA POINT, WEST PALM BEACH, FL 33411

Management Office: (561)792-8288

PROPERTY MANAGER: Missy Evans

ASSISTANT PROPERTY MANAGER: Mary Davis Office



RULES & REGULATIONS

1. The posted speed limit is 25MPH – this is strictly monitored and recorded and fines will be assessed for violators. Please comply with this very important rule for the safety of all residents.
2. Parking on the grass or in the swale areas or blocking sidewalks with vehicles is not allowed at any time.
3. Parking on the street is not allowed for any reason between the hours of 12 midnight to 6am. Parking permits are available at the Association Management Office for occasional time-to-time circumstances.
4. A car in violation at any time will receive a warning ticket. If found in another violation within six months of the first, the car will be towed at the owner's expense.
5. Moving violations and speed limits are strictly enforced in Andros Isle with periodic admittance of the W. Palm Beach Police Dept.
6. All persons driving within the community must observe all stop signs and other traffic control signage.
7. Changes to the exterior of your residence, of any kind, may not be made prior to submitting an application to the Architectural Control Committee (ACC) and receiving approval for the change. In many cases, a permit must be issued by the City of W. Palm Beach prior to making the change. ACC applications must be submitted a week prior to the ACC meeting or they will not be considered until the following month's meeting.
8. Here are some (not all) examples of changes for which you need to submit an ACC application – painting your home, changes to your patio, placing curbing around landscaping beds, screening your front door area, adding a screened patio, landscaping change, painting or widening a driveway, changes to your landscaping bed size, adding shutters, and tree removal and/or replacement. ACC applications are located just outside the Clubhouse Management Office or they can be found on the Association's website at www.androsisle.online (currently in progress).
9. Children under the age of 16 are not allowed in the Billiards Room.
10. Children under the age of 12 are not allowed to use the equipment in the gym.
11. It is your responsibility to clean up after your pets, whether it is in your yard, your neighbor's yard, the sidewalk, street or common grounds. Please put the bagged refuse in the trash, not the gutter or dropped along the street/sidewalk.
12. Dogs must be restrained on a leash at all times when outside a residence or a fenced yard.
13. Homes may have a maximum of two domesticated cats or dogs (i.e., one dog + one cat or two dogs or two cats) in the residence.
14. Pit bulls are not allowed within the community at any time.
15. Trash cans are to be placed out after 6:00 pm on Tuesdays for Wednesday pickup; and Fridays after 6:00 pm for Saturday pickup and placed back in the garage prior to the following evening. Recycling bins are to be placed out after 6:00 pm on Tuesday nights. Bulk trash will be picked up on Tuesdays. Garbage cans or recycling bins are not to be stored outside the residence at any time.
16. NO building or construction materials are to be placed out for regular trash pickup days. This includes cabinets, drywall, fencing, concrete, roofing, piping, plumbing fixtures, floor tiles, lumber, etc. **Please contact the Sanitation Dept with the City of W. Palm Beach at (561) 822-2075 to arrange a special pickup.**
17. Graffiti or other acts of vandalism will result in criminal prosecution.
18. Residents, tenants, and guests are required to follow all posted rules in the Community.
19. Residents, tenants, and guests are required to follow watering restrictions as determined by the South Florida Water Management District and the City of W. Palm Beach, which can be found at www.wpb.org or by calling the Administrative Offices at (561) 822-1200.
20. Residents, tenants, and guests are required to comply with the noise ordinance for the City of W. Palm Beach, which includes noise nuisances from your pets.

21. Commercial vehicles are not allowed overnight within the community. For vehicles with lettering or attached/posted signs concerning a business, the lettering must be covered at night.
22. The pools & spa open at sunrise and close at sunset, and may not be used by the residents, tenants or guests between sunset and sunrise. The resident must accompany their guest(s). Children under the age of 16 requires an adult to be present.
23. Proper attire and footwear must be worn when in the Clubhouse. Please dry off after pool use before entering the Clubhouse.
24. NO hurricane shutters or accordion shutters may be placed on a home unless it is within seven (7) days of a named storm forecasted or predicted to make landfall in Palm Beach County. Hurricane shutters or accordion shutters are to be removed within seven (7) days after a storm has made landfall.
25. Please carry your Andros Isle ID Card when using the common property or exiting Andros Isle on foot, as you may be asked for identification by our security guards and/or our property manager.
26. As always, if you are not sure about something, please contact the Management Office at (561) 792-8288 or email AndrosAsst@campbellproperty.com.

EXHIBIT NOutparcel Design Guidelines

1. Oakton Lakes Project Streetscape and Entrance Plan and Okeechobee Road Streetscape Plan. Andros Isle is required to comply with Okeechobee Road streetscape, landscape and buffer plan to provide for a consistent aesthetic streetscape appearance for all parcels within the Oakton Lakes project fronting on Okeechobee Boulevard and for a coordinated series of entrance features into the Oakton Lakes project at the intersection of Benoist Farms Road (as to the Multiple Use Parcel), Sansbury's Way (as to the Apartment Parcel) and Community Shopping Center Parcel and the main entrance to the Oakton Lakes project (as to the Property).
2. Service Station Siting Restriction for the Community Shopping Center Parcel. In the event a service station is proposed for the Community Shopping Center Parcel, the service station location shall not be located at the southeast outparcel location at the immediate northwest intersection of Sansbury's Way Extension and Okeechobee Boulevard.
3. Building and Site Design for the Community Shopping Center Parcel and the Multiple Use Parcel.
 - A. All roof-mounted air conditioning and mechanical equipment shall be screened from view on all sides in a manner consistent with the color, character and architectural style of the principal structure.
 - B. All other air conditioning and mechanical equipment shall not be visible from outside of the Parcel or shall be screened from view on all sides by a visually opaque barrier consistent with the color, character and architectural style of the principal structure or equivalent landscape material.
 - C. No building or accessory structure, other than the required wall in the landscape buffer, shall be located within fifty (50) feet of the rear property line.
 - D. All buildings and project identification/signage structures shall be consistent with a prevalent Mediterranean architectural theme include such elements as pastel colored stucco, classical features (columns, arches, medallions, bull's eye windows, etc.), terra cotta colored barrel tile roofs and towers.
4. Landscaping - Standard for Community Shopping Center Parcel and the Multiple Use Parcel. All trees required to be planted on site shall meet the following minimum standards at installation:
 - A. Tree height: fourteen (14) feet

page 1 of 4

- B. Trunk diameter: 3.5 inches measured 4.5 feet above grade
- C. Canopy diameter: seven (7) feet. Diameter shall be determined by the average canopy radius at 3 points measured from the trunk to the outermost branch tip. Each radius shall measure at least 3.5 feet in length.

5. Landscaping - Interior for the Community Shopping Center Parcel and the Multiple Use Parcel.

- A. One landscape island shall be provided for every ten (10) parking spaces. The maximum spacing between landscape islands shall not exceed one hundred (100) linear feet.
- B. A landscaped divider median shall be provided between every third row of abutting parking. The minimum width of this median shall be ten (10) feet. One tree and appropriate ground cover shall be planted for each thirty (30) linear feet of the divider median with a maximum tree spacing of sixty (60) feet on center.
- C. Landscaped divider medians with at grade bicycle and pedestrian cuts shall be provided in the center of all driveways over thirty (30) feet in width providing ingress or egress to the site. The minimum width of this median shall be six (6) feet. The minimum length of this median shall be twenty-five (25) feet. A minimum width of five (5) feet of landscaped area shall be provided. One tree and appropriate ground cover shall be planted for each twenty (20) linear feet of the divider median.
- D. Landscaped planter areas shall be provided along the front and side facades of the principal structure. The minimum width of the required landscape planter areas shall be five (5) feet. The combined length of the required landscaped planter areas shall be no less than 40% of the total length of the applicable side of the structure. All required landscape planter areas shall be planted with a minimum of one (1) tree every twenty (20) feet on center and appropriate ground cover.

6. Wall Along the West Property Line and the North Property Line as to Community Shopping Center Parcel and Along the North Property Line as to Multiple Use Parcel.

- A. A six (6) foot high opaque concrete wall shall be installed with the exterior side of the wall to given a finished treatment compatible and harmonious with the primary structures on the Parcels.

7. Lighting for Apartment Parcel, Community Shopping Center Parcel and Multiple Use Parcel.

- A. All outdoor lighting used to illuminate the subject property and identification signs shall be of low intensity, shielded and directed down and away from adjacent properties and streets.

page 2 of 4

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B. All outdoor lighting fixtures shall not exceed twenty-five (25) feet in height, measured from finished grade to highest point.

8. Parking/Storage for Community Shopping Center Parcel and Multiple Use Parcel.

A. All permanent delivery and/or loading areas for large trucks shall be screened from view by a twelve (12) foot high wing wall measured from finished grade to highest point. The wing wall shall be constructed in a manner consistent with the color, character and architectural style of the principal structure on the Parcel.

B. Overnight storage or parking of delivery vehicles or trucks shall not be permitted on site except within designated loading and delivery areas.

C. Shopping cart storage and retrieval corrals shall be located in the parking areas adjacent to principal structures occupied by businesses requiring same.

D. Storage or placement of any material, refuse, equipment or debris shall not be permitted in the rear the Community Shopping Center Parcel and Multiple Use Parcel.

9. Signs for Apartment Parcel, Community Shopping Center Parcel and Multiple Use Parcel.

A. Community Shopping Center Parcel and Multiple Use Parcel - Point of purchase freestanding signs fronting Okeechobee Boulevard shall be limited as follows:

- (i) Maximum sign height, measured from finished grade to highest - twenty (20) feet;
- (ii) Maximum sign face area per side - 150 square feet;
- (iii) Maximum number of signs - one (1);
- (iv) Style - monument style only.

B. Community Shopping Center Parcel and Multiple Use Parcel - Point of purchase freestanding signs fronting Sansbury's Way Extension and Benoist Farms Road Extension shall be limited as follows:

- (i) Maximum sign height, measured from finished grade to highest point - twenty (20) feet;
- (i) Maximum sign face area per side - 150 square feet;

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ORB 10346 Pg 345

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

- (iii) Maximum number of signs - one (1);
- (iv) Style - monument style only.

C. Apartment Parcel, Community Shopping Center Parcel and Multiple Use Parcel - Outparcel identification signs shall be limited as follows:

- (i) Maximum sign height, measured from finished grade to highest point - eight (8) feet;
- (i) Maximum sign face area per side - 40 square feet;
- (iii) Maximum number of signs - one (1) per outparcel;
- (iv) Style - monument style only.

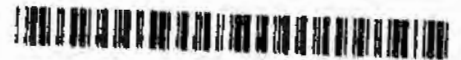
D. Apartment Parcel, Community Shopping Center Parcel and Multiple Use Parcel - Entry wall/project identification signs shall be limited as follows:

- (i) Maximum sign height, measured from finished grade to highest point - eight (8) feet;
- (i) Maximum sign length - sixteen (16) feet;
- (iii) Maximum number of signs - one (1);
- (iv) Style - monument style only; and
- (v) Location - to be in accordance with the approved Oakton Lakes Project Streetscape and Entrance Plan and Okeechobee Road Streetscape Plan.

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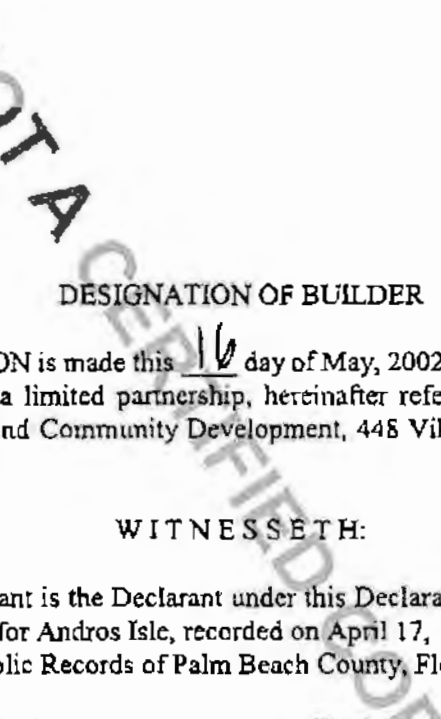
Page 4 of 4

MAY-16-2002 THU 05:17 PM NAVON KOPELMAN ET AL



05/30/2002 10:53:27 20020272287
OR BK 13752 PG 1181
Palm Beach County, Florida

This Instrument Prepared By/
Record and Return to:
Joel D. Kopelman, Esquire
Navon, Kopelman & Lavin, P.A.
2699 Stirling Road, Suite B-100
Fort Lauderdale, Florida 33312



DESIGNATION OF BUILDER

THIS DESIGNATION is made this 16 day of May, 2002, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter referred to as "Declarant", with a mailing address of c/o Arland Community Development, 448 Viking Drive, Suite 225, Virginia Beach, VA 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant under this Declaration of Covenants, Conditions, Restrictions and Easement for Andros Isle, recorded on April 17, 1998, in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

NOW THEREFORE, in accordance with the Declarant's rights under the Declaration, Declarant hereby designates as a "Builder" (as that term is defined in the Declaration) the following entities with respect to all residential lots now or in the past owned by any of them which are encumbered by the Declaration:

- (a) Brittany Bay at Andros Isle, Ltd., a Florida limited partnership
- (b) Centex Homes, a Nevada general partnership
- (c) Engle Homes/Palm Beach, Inc., a Florida corporation
- (d) Transeastern Properties, Inc., a Florida corporation
- (e) Sunland Homes at Andros Isles, Inc., a Florida corporation
- (f) Town & Country Builders, Inc., a Florida corporation
- (g) Pride Homes By Garco, L.L.C., a Florida limited liability company

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

Declarant:

ANDROS ISLE LIMITED PARTNERSHIP,
a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a
Virginia corporation, its general partner

By: [Signature]
Nathan Benson, Vice President

[Signature]
Print Name: Thomas O. Matteson

[Signature]
Print Name: JEAN A. NOTARY

COMMONWEALTH OF VIRGINIA)

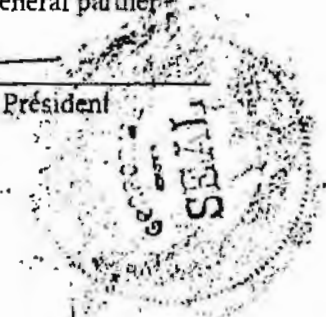
CITY OF VIRGINIA BEACH)

The foregoing instrument was acknowledged before me this 16 day of May 2002, by Nathan Benson, as Vice President of SANDLER AT ANDROS ISLE, INC., as the general partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership. He is personally known to me or has produced _____ as identification.

My commission expires:

My Commission Expires November 30, 2004

[Signature]
Notary Public, State of Virginia
Print Name: JEAN A. NOTARY



NOT A CERTIFIED COPY

Jun-04-1998 11:06am 98-208037
-0000 10440 Pg 312

WC
KBY
KORIN

Prepared By, Record and Return to:

This Instrument Prepared By/
Record and Return to:
David C. Hardin, Esq.
Mombach, Boyle & Hardin, P.A.
500 East Broward Boulevard, Suite 1950
Fort Lauderdale, Florida 33394

DESIGNATION OF BUILDER

THIS DESIGNATION is made this ^{15th} day of ^{MAY} April, 1998, by ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter referred to as "Declarant", with a mailing address of c/o Arland Community Development, 448 Viking Drive, Suite 225, Virginia Beach, VA 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant under this Declaration of Covenants, Conditions, Restrictions and Easements for Andros Isle, recorded on April 17, 1998, in Official Records Book 10346, Page 235, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Declarant has heretofore conveyed the following described real property to Brittany Bay at Andros Isle Ltd., a Florida limited partnership ("Brittany Bay"), to wit:

Lots 1, 2, 3 and 4 of ANDROS ISLE PARCEL B, according to the Plat thereof, as recorded in Plat Book 82 at Page 1 of the Public Records of Palm Beach County, Florida

(the "Lots").

NOW, THEREFORE, in accordance with the Declarant's rights under the Declaration, Declarant hereby designates Brittany Bay as a Builder, as that term is defined under Article I, DEFINITIONS, paragraph 14 of the Declaration. Declarant further acknowledges that Brittany Bay shall be deemed a Builder of any Lot directly conveyed by Declarant to Builder, from time to time, within the Property subject to the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

ORB 10440 Pg 313
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Signed, sealed and delivered in the presence of:

Declarant

ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership

By: SANDLER AT ANDROS ISLE, INC., a Virginia corporation, its general partner

[Signature]
Signature of First Witness

By: [Signature]

Ilona Matteson
Printed Name of First Witness

Name: NATHAN D. BEASON

[Signature]
Signature of Second Witness

Title: V.P.

Donald J. Frederick
Printed Name of Second Witness

COMMONWEALTH OF VIRGINIA)

CITY OF VIRGINIA BEACH)

The foregoing instrument was acknowledged before me this 15 day of MAY, 1998, by NATHAN BEASON, as V.P. of SANDLER AT ANDROS ISLE, INC., as the General Partner of ANDROS ISLE LIMITED PARTNERSHIP, a Virginia limited partnership for and on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of VIRGINIA
Print Name Donald L. Morrin
My commission expires: 9-30-00
Commission No.: _____

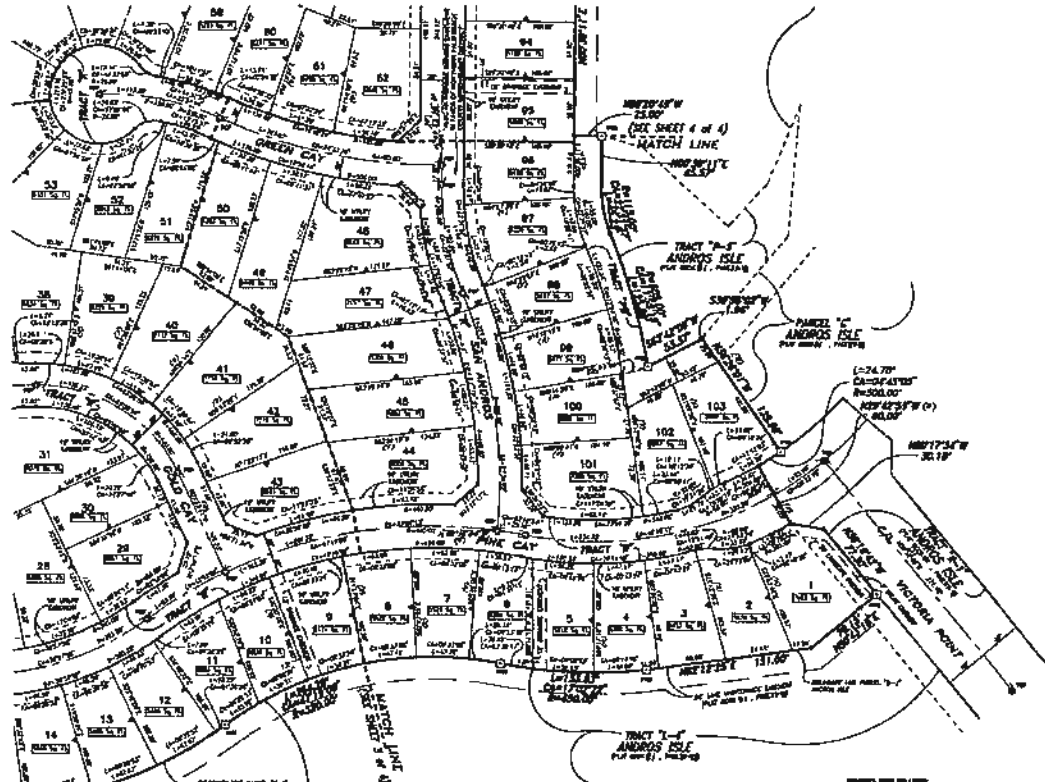
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NOVEMBER 1997 **ANDROS ISLE PARCEL "D-1"** SHEET 2 of 4
 (A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

129

BEING A RE-PLAT OF PARCEL "D-1", ANDROS ISLE, RECORDED IN PLAT BOOK 1, PAGE 97-98 AND LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

THIS IS NOT A CONVEYANCE DOCUMENT



KEY MAP

- LEGEND**
- 1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN FEET SHALL BE SHOWN AS FEET AND DIMENSIONS IN INCHES SHALL BE SHOWN AS INCHES.
 - 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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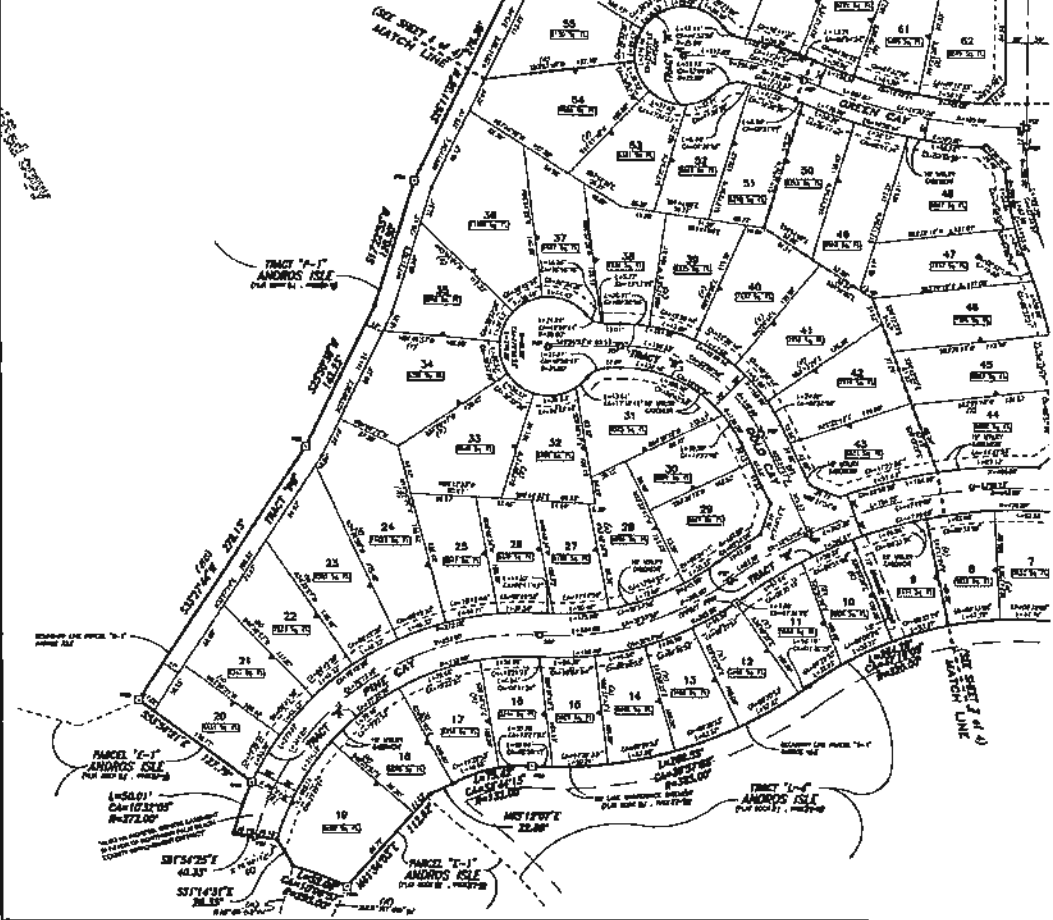
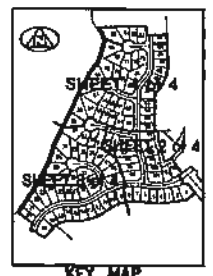
BENCH MARK	
STANDARD PLAN	
ANDROS ISLE PARCEL "D-1"	

NOVEMBER 1997 **ANDROS ISLE PARCEL "D-1"** SHEET 3 of 4

130

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A RE-PLAT OF PARCEL "D-1", ANDROS ISLE, RECORDED IN PLAT BOOK 1, PAGE 37, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

This is not a certified copy



- LEGEND
- 1. SHOWN AREAS ARE TO BE USED AS SETBACK AREAS
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 - 62. SHOWN AREAS ARE TO BE USED AS SETBACK AREAS

THIS DOCUMENT IS PROVIDED BY BENCH MARK, P.L.L.C. IN THE CITY OF WEST PALM BEACH, FLORIDA, AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF BENCH MARK, P.L.L.C.

BENCH MARK
 Land Surveying and Mapping, Inc.
 1401 N.W. 10th Street, Suite 100, West Palm Beach, FL 33411
 Phone: (561) 838-1100

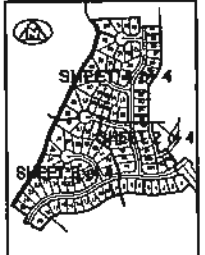
PROJECT FILE
 ANDROS ISLE PARCEL "D-1"

DATE	BY	APP'D	CHK'D
11/19/97	J. J. [Name]	[Signature]	[Signature]

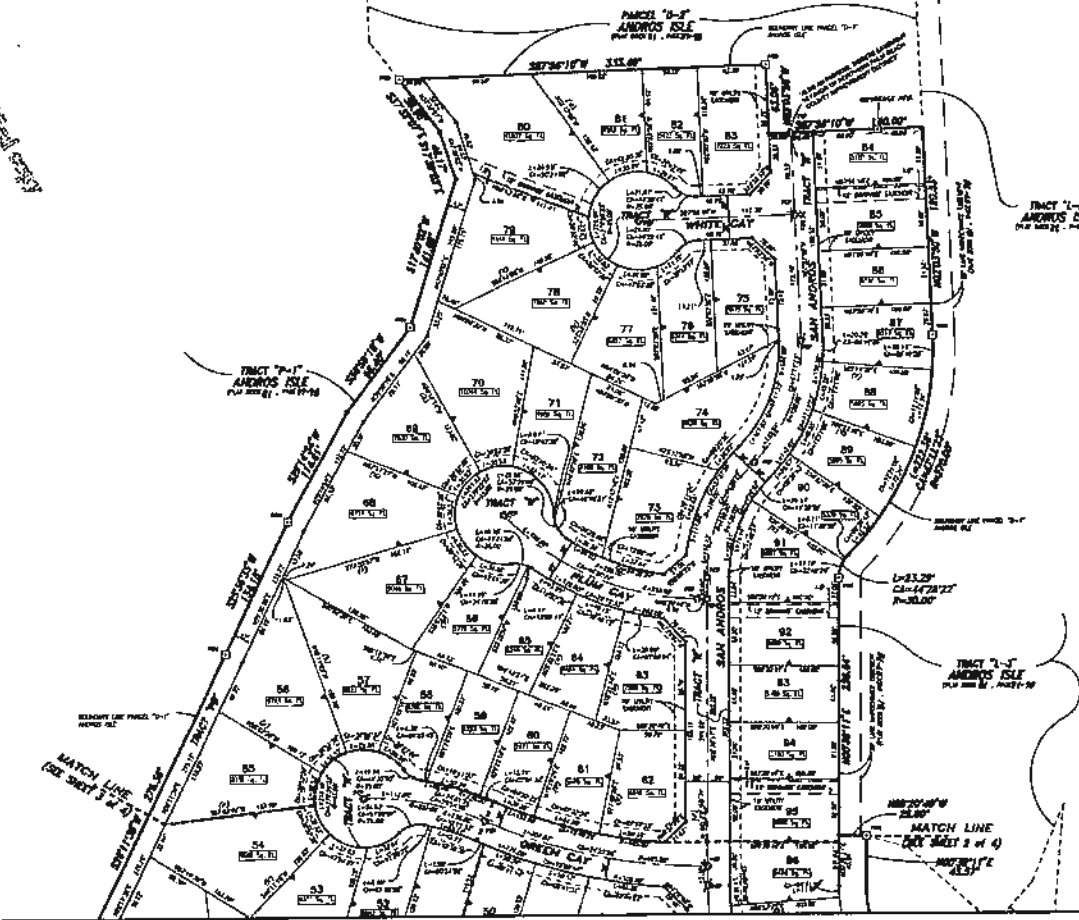
(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

BEING A RE-PLAT OF PARCEL "D-1", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 17-18, AND LYING IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

THIS IS NOT A CONTRACT DOCUMENT



KEY MAP



- NOTICE TO THE BUYER:**
1. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WEST PALM BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE PROJECT.
 2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WEST PALM BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE PROJECT.
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 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WEST PALM BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE PROJECT.

BENCH MARK
 Land Surveying and Mapping, Inc.
 1000 S. W. 10th Ave., Suite 100
 West Palm Beach, FL 33411
 (561) 835-1111

RECORDING PLAT
ANDROS ISLE PARCEL "D-1"

DATE: NOV 1997
 BY: [Signature]
 FOR: [Signature]

1. ANDROS ISLE PARCEL "D-1" SHEET 4 OF 4

JANUARY 2001

ANDROS ISLE PARCEL "D-2"

SHEET 2 OF 5

130

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF PARCEL "D-2", TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

ACCEPTANCE OF DEEDS AND RELEASE OF PRIOR DEEDS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, HEREBY ACCEPTS THE DEEDS TO THE ANDROS ISLE PARCEL "D-2" AND TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THAT ARE WITHIN THE CITY OF WEST PALM BEACH.

ANDROS ISLE PROPERTY OWNERS ASSOCIATION, INC.
ATTEST: *[Signature]*
TREASURER

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, SAMUEL D. NAVON, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE ANDROS ISLE PARCEL "D-2" AND TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THAT ARE WITHIN THE CITY OF WEST PALM BEACH.

DATE: *Jan 18, 2001*

[Signature]
SAMPLER D. NAVON, ATTORNEY AT LAW

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACCEPTANCE:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HEREBY ACCEPTS THE DEEDS TO THE ANDROS ISLE PARCEL "D-2" AND TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THAT ARE WITHIN THE CITY OF WEST PALM BEACH.

DATE: *Jan 18, 2001*

[Signature]
SECRETARY, BOARD OF SUPERVISORS

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, *[Name]*, DO HEREBY PERSONALLY APPEAR AND AFFIRM THAT I AM THE OWNER OF THE ANDROS ISLE PARCEL "D-2" AND TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THAT ARE WITHIN THE CITY OF WEST PALM BEACH.

MORTGAGEE'S CONSENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

FIRST UNION NATIONAL BANK, SUCCESSOR IN INTEREST TO FIRST UNION NATIONAL BANK OF FLORIDA, A NATIONAL BANKING ASSOCIATION, HEREBY CONSENTS TO THE DEEDS TO THE ANDROS ISLE PARCEL "D-2" AND TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THAT ARE WITHIN THE CITY OF WEST PALM BEACH.

FIRST UNION NATIONAL BANK
ATTEST: *[Signature]*
TREASURER

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, *[Name]*, DO HEREBY PERSONALLY APPEAR AND AFFIRM THAT I AM THE OWNER OF THE ANDROS ISLE PARCEL "D-2" AND TRACT "D-2", AND A PORTION OF TRACT "L-5", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THAT ARE WITHIN THE CITY OF WEST PALM BEACH.

ATTEST: *[Signature]*
TREASURER



BENCH MARK
LAND SURVEYING & MAPPING, INC.
4462 W. BLUE HERON BLVD. SUITE 121
PINEA HILLS, FL 33454
PHONE: (561) 944-1151 FAX: (561) 944-1151 LA. NO. C-71
EMAIL: bench@bmk.com WEB: www.benchmarkinc.com/bmk

JANUARY 2002

ANDROS ISLE PARCEL "E-2" PLAT 2

SHEET 1 OF 4

2002-02-05

189

BEING A REPLAT OF A PORTION OF PARCEL "E-2" ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87 AND LYMING SECTION 20, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

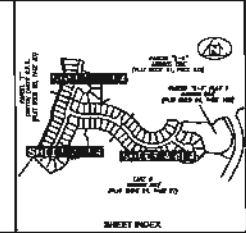
DEDICATION

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, that the Board of Directors of ANDROS ISLE, a Florida Limited Liability Company, owned by the Plaintiff, ANDROS ISLE, has approved the replat of Parcel "E-2" Andros Isle, recorded in Plat Book 81, Page 87, and Lyming Section 20, Township 42 South, Range 42 East, City of West Palm Beach, Palm Beach County, Florida, as shown on the attached replat map.

ALL OF PARCELS "E-2" ANDROS ISLE, ACCORDING TO THE PLAT THEREON, AS RECORDED IN PLAT BOOK 81, PAGE 87, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

THE BOARD OF DIRECTORS OF ANDROS ISLE HEREBY AGREES TO REPLAT PARCEL "E-2" ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYMING SECTION 20, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.



AREA TABULATION:	
TRACT TOTAL	6.46 ACRES
TRACT 1	4.00 ACRES
TRACT 2	2.46 ACRES
TOTAL	6.46 ACRES

- REVISIONS TO LEGEND AND NOTES:**
- 1. REVISES A LOT AREA PERMANENT EASEMENT (P.L.E.)
 - 2. REVISES A LOT AREA PERMANENT EASEMENT (P.L.E.)
 - 3. REVISES A LOT AREA PERMANENT EASEMENT (P.L.E.)
 - 4. REVISES A LOT AREA PERMANENT EASEMENT (P.L.E.)

- ACKNOWLEDGMENT:**
- STATE OF FLORIDA
CITY OF WEST PALM BEACH
- BEFORE ME PERSONALLY APPEARED THOMAS H. MCKEE and THOMAS H. MCKEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
- My commission expires on 1/15/02.
- MORTGAGEE'S COMMENT:**
- STATE OF FLORIDA
COUNTY OF PALM BEACH
- ANDROS ISLE BANK, a national banking association, hereby certifies that it is the holder of the mortgage upon the premises described herein and that the same is a valid lien in accordance with the provisions of the Florida Mortgage Law.

WITNESSED BY ME, the undersigned authority, on this 05 day of FEBRUARY, 2002.

Notary Public for the State of Florida

THOMAS H. MCKEE, President
THOMAS H. MCKEE, Secretary

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED THOMAS H. MCKEE and THOMAS H. MCKEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires on 1/15/02.

MORTGAGEE'S COMMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

ANDROS ISLE BANK, a national banking association, hereby certifies that it is the holder of the mortgage upon the premises described herein and that the same is a valid lien in accordance with the provisions of the Florida Mortgage Law.

TITLE CERTIFICATION:

COUNTY OF PALM BEACH

I, DAVID J. BROWN, a duly licensed attorney in the State of Florida, do hereby certify that I have examined the title to the premises described herein and that the same is a valid lien in accordance with the provisions of the Florida Mortgage Law.

DATE: 02/05/02

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACCEPTANCE:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HEREBY ACCEPTS THE IMPROVEMENT DISTRICT OVER ALL OF THE TRACTS AND PARCELS DESCRIBED HEREIN AND AGREES TO MAINTAIN THE IMPROVEMENT DISTRICT OVER SAID TRACTS AND PARCELS.

DATE: 02/05/02

CITY APPROVAL:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED THOMAS H. MCKEE and THOMAS H. MCKEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED THOMAS H. MCKEE and THOMAS H. MCKEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED THOMAS H. MCKEE and THOMAS H. MCKEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

CITY SURVEYOR'S APPROVAL:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, DAVID J. BROWN, a duly licensed surveyor in the State of Florida, do hereby certify that I have examined the replat map and that the same is a valid replat in accordance with the provisions of the Florida Replat Law.

ACCEPTANCE OF DEDICANT:

CITY OF WEST PALM BEACH

I, THOMAS H. MCKEE, do hereby accept the replat map and the same is a valid replat in accordance with the provisions of the Florida Replat Law.

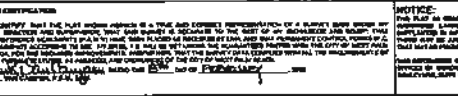
GENERAL AGREEMENT NOTES & RESTRICTIVE COVENANTS:

1. THE LANDS DESCRIBED HEREIN SHALL BE USED FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

2. THE LANDS DESCRIBED HEREIN SHALL BE USED FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

NOTICE:

THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, AND IS SUBJECT TO THE PROVISIONS OF THE FLORIDA REPLAT LAW.



BENCH MARK
LAND SURVEYING & MAPPING, INC.
1152 W. BLUE HERON BLVD. SUITE 121
RIVERA BEACH, FLORIDA 33413
PHONE: 561-966-1111 FAX: 561-966-1112
EMAIL: bench@benchmark.com

JANUARY 2002

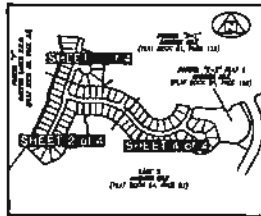
ANDROS ISLE PARCEL "E-2" PLAT 2

SHEET 4 OF 4

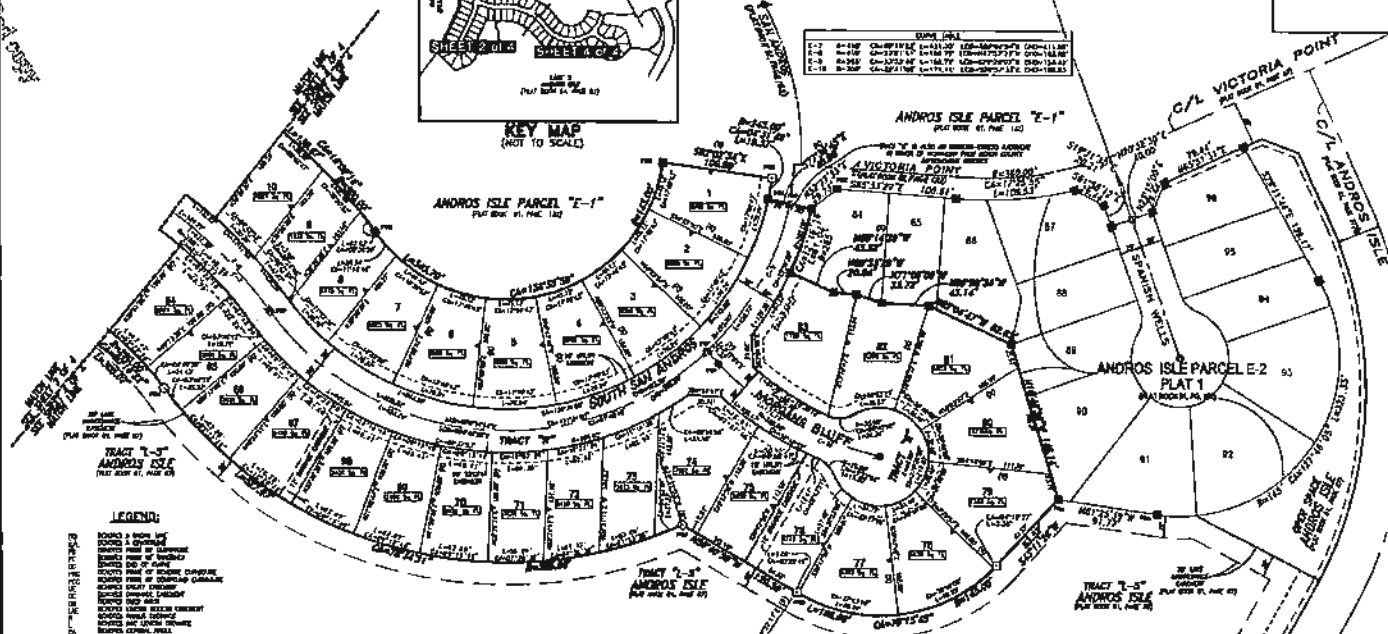
192

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF A PORTION OF PARCEL "E-2", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

This is not a certified copy



PLAT	DATE	BOOK	PAGE
1-1	12-11-01	81	87
1-2	12-11-01	81	88
1-3	12-11-01	81	89
1-4	12-11-01	81	90
1-5	12-11-01	81	91
1-6	12-11-01	81	92
1-7	12-11-01	81	93
1-8	12-11-01	81	94
1-9	12-11-01	81	95
1-10	12-11-01	81	96
1-11	12-11-01	81	97
1-12	12-11-01	81	98
1-13	12-11-01	81	99
1-14	12-11-01	81	100
1-15	12-11-01	81	101
1-16	12-11-01	81	102
1-17	12-11-01	81	103
1-18	12-11-01	81	104
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1-97	12-11-01	81	183
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1-100	12-11-01	81	186



- LEGEND:**
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RECORDING NOTES:

1. THE BENCH MARK IS A BENCH MARK AS SHOWN ON THE PLAT AND IS TO BE USED AS A POINT OF REFERENCE FOR THE BENCH MARK.
2. THE BENCH MARK IS A BENCH MARK AS SHOWN ON THE PLAT AND IS TO BE USED AS A POINT OF REFERENCE FOR THE BENCH MARK.
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10. THE BENCH MARK IS A BENCH MARK AS SHOWN ON THE PLAT AND IS TO BE USED AS A POINT OF REFERENCE FOR THE BENCH MARK.

THIS DOCUMENT HAS BEEN FILED IN THE PUBLIC RECORDS OFFICE OF PALM BEACH COUNTY, FLORIDA, AND IS AVAILABLE FOR PUBLIC INSPECTION AND REPRODUCTION AT THE OFFICE OF THE COUNTY CLERK, 1115 WEST PALM BEACH BOULEVARD, SUITE 100, WEST PALM BEACH, FLORIDA 33411.

BENCH MARK AND SURVEYING
BY: BENCH MARK SURVEYING & MAPPING, INC.
1115 W. PALM BEACH BOULEVARD, SUITE 100
WEST PALM BEACH, FLORIDA 33411
PHONE: (561) 835-1111 FAX: (561) 835-1112
WWW.BENCHMARKSURVEYING.COM

RECORD PLAT
ANDROS ISLE PARCEL "E-2"
PLAT 2

DATE: 12/11/01
BY: [Signature]
SCALE: AS SHOWN
SHEET 4 OF 4

APRIL 2001

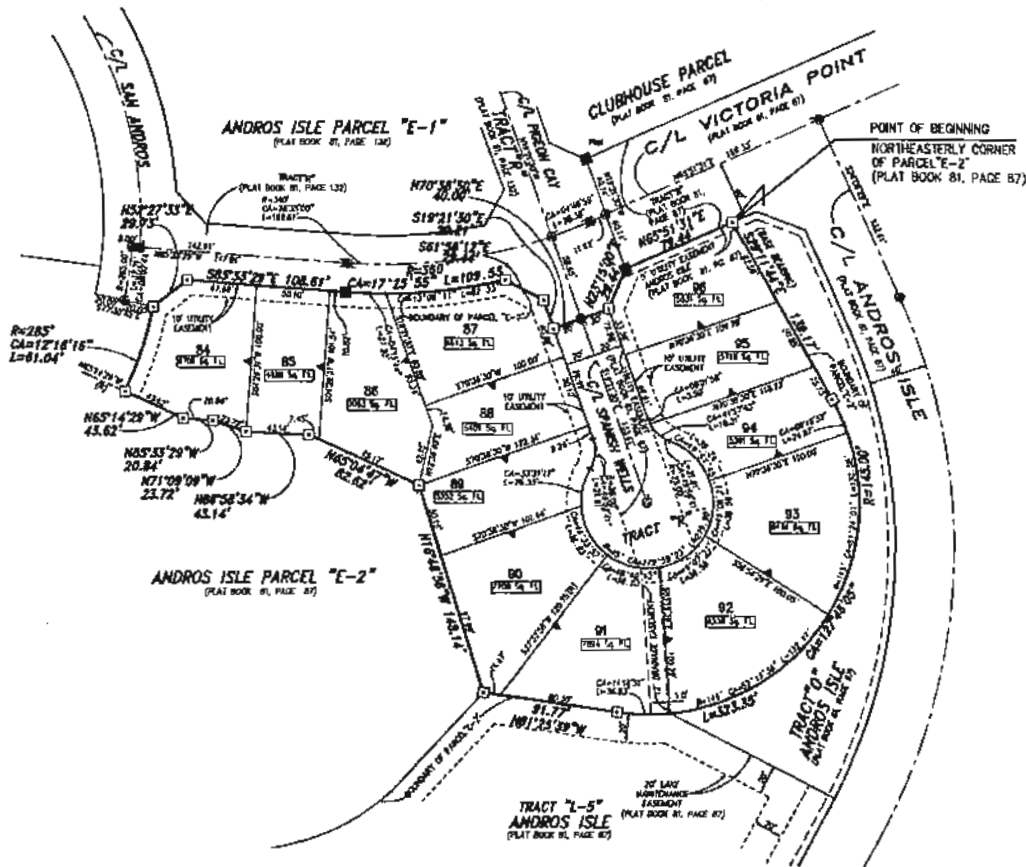
ANDROS ISLE PARCEL "E-2" PLAT 1

SHEET 2 OF 2

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(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF PARCEL "E-2", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

Hand in back to certificate copy



- LEGEND:**
- BOUNDARY LINE
 - EASEMENT
 - UTILITY EASEMENT
 - 30' WIDE EASEMENT FOR WATER, SEWER, AND GAS
 - 10' UTILITY EASEMENT
 - 30' WIDE EASEMENT FOR WATER, SEWER, AND GAS
 - 10' UTILITY EASEMENT
 - 30' WIDE EASEMENT FOR WATER, SEWER, AND GAS
 - 10' UTILITY EASEMENT
 - 30' WIDE EASEMENT FOR WATER, SEWER, AND GAS
 - 10' UTILITY EASEMENT

NOTICE TO CONTRACTORS:

1. THE SURVEYOR HAS REVIEWED THE RECORD PLAT AND THE RECORD PLAT BOOK AND HAS FOUND THAT THE RECORD PLAT IS CORRECT AND THAT THE RECORD PLAT BOOK IS CORRECT.
2. THE SURVEYOR HAS REVIEWED THE RECORD PLAT AND THE RECORD PLAT BOOK AND HAS FOUND THAT THE RECORD PLAT IS CORRECT AND THAT THE RECORD PLAT BOOK IS CORRECT.
3. THE SURVEYOR HAS REVIEWED THE RECORD PLAT AND THE RECORD PLAT BOOK AND HAS FOUND THAT THE RECORD PLAT IS CORRECT AND THAT THE RECORD PLAT BOOK IS CORRECT.
4. THE SURVEYOR HAS REVIEWED THE RECORD PLAT AND THE RECORD PLAT BOOK AND HAS FOUND THAT THE RECORD PLAT IS CORRECT AND THAT THE RECORD PLAT BOOK IS CORRECT.

THIS INSTRUMENT WAS PREPARED BY ME, B. VAN LAMONT, S.L.S., IN AND FOR THE INTEREST OF BENCH MARK LAND SURVEYING & MAPPING, INC., 4100 WEST PALM BEACH BOULEVARD, SUITE 107, WEST PALM BEACH, FLORIDA 33409.

BENCH MARK LAND SURVEYING & MAPPING, INC.
1524 W. BIRCH RD., SUITE 107, WEST PALM BEACH, FLORIDA 33409
PHONE: (561) 835-1111 FAX: (561) 835-1112
WWW.BENCHMARKSURVEYING.COM

RECORD PLAT
ANDROS ISLE PARCEL "E-2"
PLAT 1

DATE: APRIL 2001
BY: B. VAN LAMONT, S.L.S.
FOR: BENCH MARK LAND SURVEYING & MAPPING, INC.

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87,
AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

This is not a certified copy

TITLE CURATIVE:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, BARBARA D. HAYDON, A SOLELY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE ABOVE DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS CLEAR TO ANDROS ISLE LIMITED LIABILITY COMPANY, A FLORIDA LIMITED LIABILITY COMPANY, AND TO OXFORD LANDS COMPANY, A FLORIDA CORPORATION, THAT THE COMPANY TITLES WILL BE ASSESSED AND THAT ALL NECESSARY RECORDS HAVE BEEN REVIEWED AND THAT THERE ARE NO ENCUMBRANCES OF RECORD, BUT THESE ENCUMBRANCES DO NOT PREVENT THE CREATION OF THE SUBDIVISION DESCRIBED IN THIS PLAT.

BY Barbara D. Haydon ATTORNEY AT LAW
BY [Signature] ATTORNEY AT LAW

MORTGAGEE'S CONSENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

FIRST UNION NATIONAL BANK, SUCCESSOR BY ASSIGNMENT TO FIRST UNION NATIONAL BANK OF MEMPHIS, A NATIONAL BANKING ASSOCIATION, HEREIN REFERRED TO AS "THE HOLDER OF A MORTGAGE," ALTHOUGH THE PROPERTY DESCRIBED HEREIN AND DOCUMENTS HEREON WERE CONVEYED TO THE HOLDER OF THE SAID MORTGAGE BY THE ORIGINAL GRANTOR AND JONES, THAT THE MORTGAGEE HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND HAS CONSENTED TO THE REPLEATING HEREIN.

IN WITNESS WHEREOF, FIRST UNION NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY CHRISTOPHER W. SPANGLER, ITS VICE PRESIDENT, AND ATTESTED TO BY AN ASSISTANT SECRETARY, IN THE CORPORATE REALM, AS BEING AUTHORIZED BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, ON THE DATE FIRST ABOVE WRITTEN.

FIRST UNION NATIONAL BANK
A NATIONAL BANKING ASSOCIATION
BY [Signature] VICE PRESIDENT
BY [Signature] ASSISTANT SECRETARY

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED CHRISTOPHER W. SPANGLER, VICE PRESIDENT, AND AN ASSISTANT SECRETARY, BOTH OF FIRST UNION NATIONAL BANK, SUCCESSOR BY ASSIGNMENT TO FIRST UNION NATIONAL BANK OF MEMPHIS, A NATIONAL BANKING ASSOCIATION, AND THEY HAVE ACKNOWLEDGED TO ME THAT THEY EXECUTED SAID INSTRUMENT AS EACH OF THEM AND THAT THE SIGNATURES AND CONTENTS OF SAID INSTRUMENT ARE TRUE AND CORRECT AND THAT THE SIGNATURES ARE THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICE, THIS 12th DAY OF JULY, 1998.
MY COMMISSION EXPIRES 1-31-2000.
NOTARY PUBLIC: [Signature]

CITY SURVEYOR'S APPROVAL:

THIS PLAT AND OTHER INSTRUMENTS IN COMPLIANCE WITH CHAPTER 186, FLORIDA STATUTES, BY [Signature] DATE 7/14/98

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACCEPTANCE:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HEREBY ACCEPTS THE PROVISIONS OF THE AGREEMENT OVER ALL OF PLATS TO BE CONVEYED AND REVEALED TO THE DISTRICT THAT SHALL BE SUBJECT TO THE DISTRICT'S REVIEW AND APPROVAL. THE DISTRICT HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND HAS CONSENTED TO THE REPLEATING HEREIN.

BY [Signature] SECRETARY, BOARD OF SUPERVISORS
BY [Signature] ATTORNEY AT LAW

BENCH MARK
Land Surveying and Mapping, Inc.
1101 S.W. 8th St., Ft. Lauderdale, FL 33304
Tel: 754-561-1111
SECOND PLAT
ANDROS ISLE RE-PLAT OF PARCEL "B"
SHEET 2 OF 2



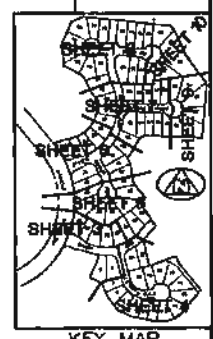
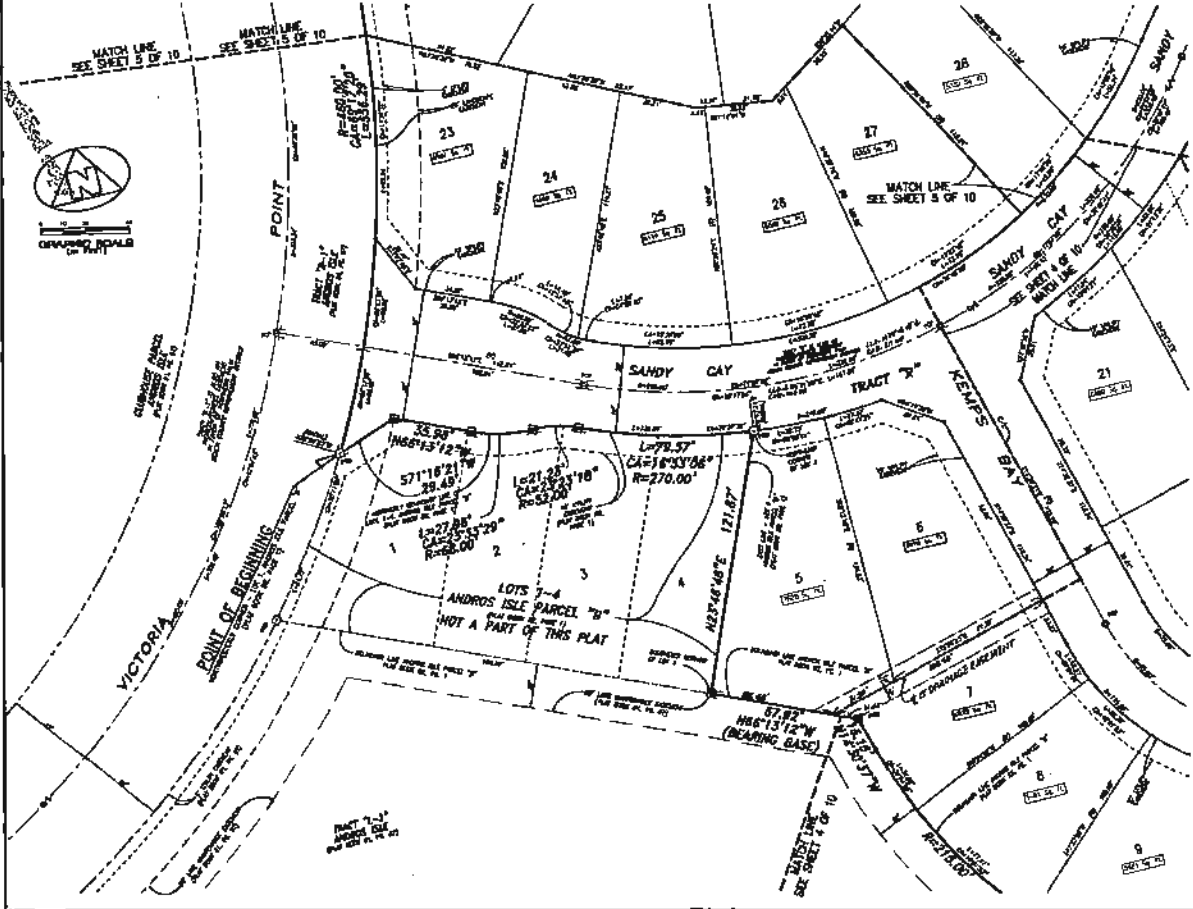
JULY 1998

ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 3 of 10

13

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87,
AND LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

17288 10 10-27-98



REFERENCE NOTE:
THE LANCES AND OTHER LANDS OWNED BY THE PROPERTY OWNER AT THE TIME OF THE PLAT AND ALL PARTS OF ANDROS ISLE PARCEL "B" AS RECORDED IN PLAT BOOKS 81 AND 82 ARE REFERRED TO IN THIS PLAT BY THE FOLLOWING REFERENCES:

SURVEY SYMBOLS:
R = RADIIUS
L = LINE LENGTH
C = CENTRAL ANGLE
LCE = LENGTH OF CHORD MEASUREMENT
C/A = CHORD

PROPOSED IMPROVEMENTS:
1. TO THE SOUTH OF LOT 1, A NEW PLACE FOR THE SANDY CAY DRIVE AND A NEW PLACE FOR THE SANDY CAY DRIVE TO BE CONSTRUCTED BY THE PROPERTY OWNER AT HIS OWN EXPENSE AND AT HIS OWN RISK. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST PALM BEACH AND THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COST OF ALL IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS THEREOF. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COST OF ALL IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS THEREOF.

BENCH MARK
LAND SURVEYING BENCH MARKING, INC.
1000 S.W. 10TH AVENUE, SUITE 100, WEST PALM BEACH, FLORIDA 33411
PHONE: (561) 835-1111
FAX: (561) 835-1112

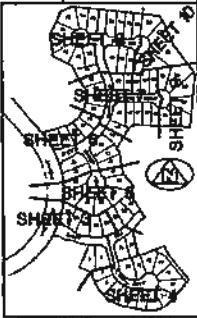
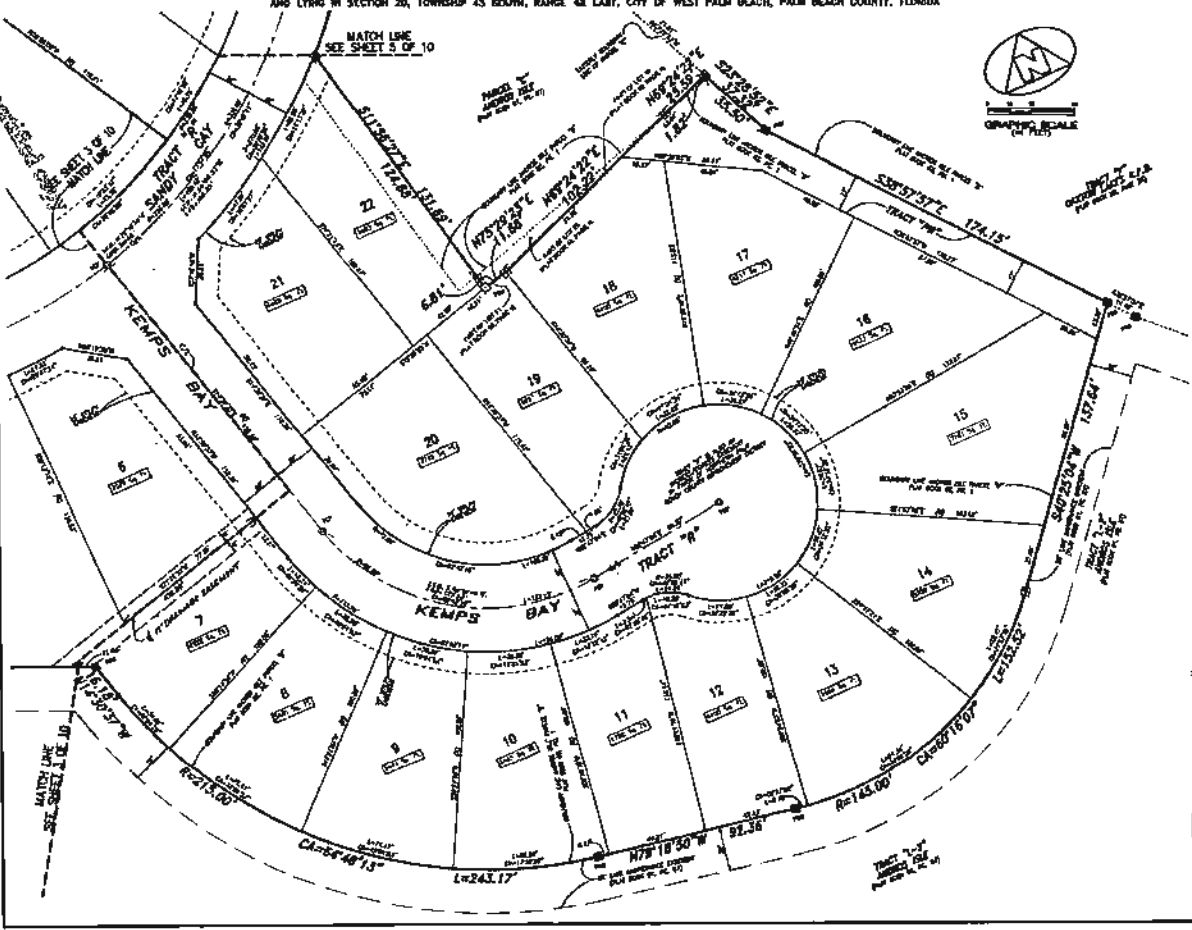
JULY 1998 ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 4 of 10

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

14

MATCH LINE SEE SHEET 3 OF 10



CADASTRAL NOTES:
 THE BENCHMARK AND OTHER CORRELATIONS WITHIN THE PROPERTY SHOWN PLATTED AS DIMENSIONED ARE AS SHOWN ON THE PLAT OF ANDROS ISLE, PARCEL "C", AS RECORDED IN PLAT BOOK 81, PAGE 87, UNLESS OTHERWISE NOTED.

CONVENTIONAL ABBREVIATIONS:
 R = RADIUS
 L = LENGTH
 CA = CORNER ANGLE
 LB = LONG CURVED ARC
 CC = CHORD

RECORDING INFORMATION:
 1. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
 2. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
 3. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
 4. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
 5. THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

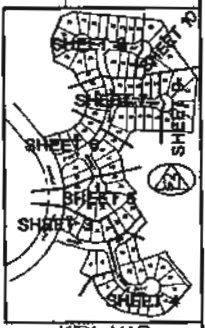
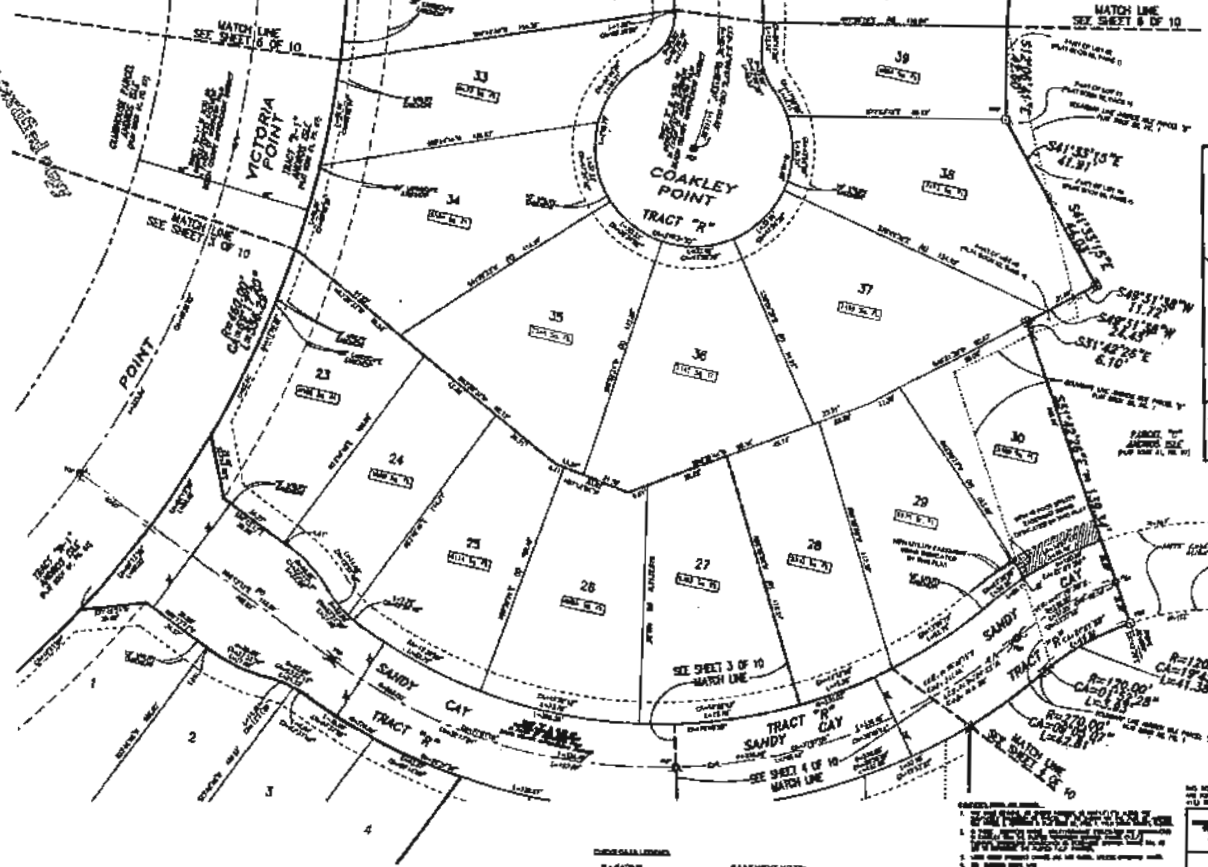
BENCHMARK
 ANDROS ISLE RE-PLAT OF PARCEL "B"

DATE: 7/15/98
 BY: [Signature]
 FOR: [Signature]

JULY 1998 ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 5 of 10

15

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 87, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87,
 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.



This is not a certified copy

SYMBOLS:
 R - ROAD
 L - LOT
 C - CENTER ANGLE
 LCA - LONG CHORD BEARING
 CHD - CHORD

GENERAL NOTES:
 1. THE LOTS AND TRACTS SHOWN ON THIS PLAT ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS OF RECORD.
 2. THE LOTS AND TRACTS SHOWN ON THIS PLAT ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS OF RECORD.
 3. THE LOTS AND TRACTS SHOWN ON THIS PLAT ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS OF RECORD.
 4. THE LOTS AND TRACTS SHOWN ON THIS PLAT ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS OF RECORD.
 5. THE LOTS AND TRACTS SHOWN ON THIS PLAT ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS OF RECORD.
 6. THE LOTS AND TRACTS SHOWN ON THIS PLAT ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS OF RECORD.

- CONVEYANCE:**
1. TO THE PARTIES TO THIS PLAT, THE PARTS OF PARCEL "B" AND "C" AS SHOWN ON THIS PLAT.
 2. TO THE PARTIES TO THIS PLAT, THE PARTS OF PARCEL "B" AND "C" AS SHOWN ON THIS PLAT.
 3. TO THE PARTIES TO THIS PLAT, THE PARTS OF PARCEL "B" AND "C" AS SHOWN ON THIS PLAT.
 4. TO THE PARTIES TO THIS PLAT, THE PARTS OF PARCEL "B" AND "C" AS SHOWN ON THIS PLAT.
 5. TO THE PARTIES TO THIS PLAT, THE PARTS OF PARCEL "B" AND "C" AS SHOWN ON THIS PLAT.
 6. TO THE PARTIES TO THIS PLAT, THE PARTS OF PARCEL "B" AND "C" AS SHOWN ON THIS PLAT.

BENCH MARK
 ANDROS ISLE RE-PLAT OF PARCEL "B"
 SHEET 5 OF 10
 JULY 1998

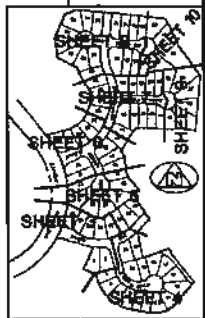
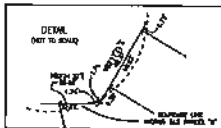
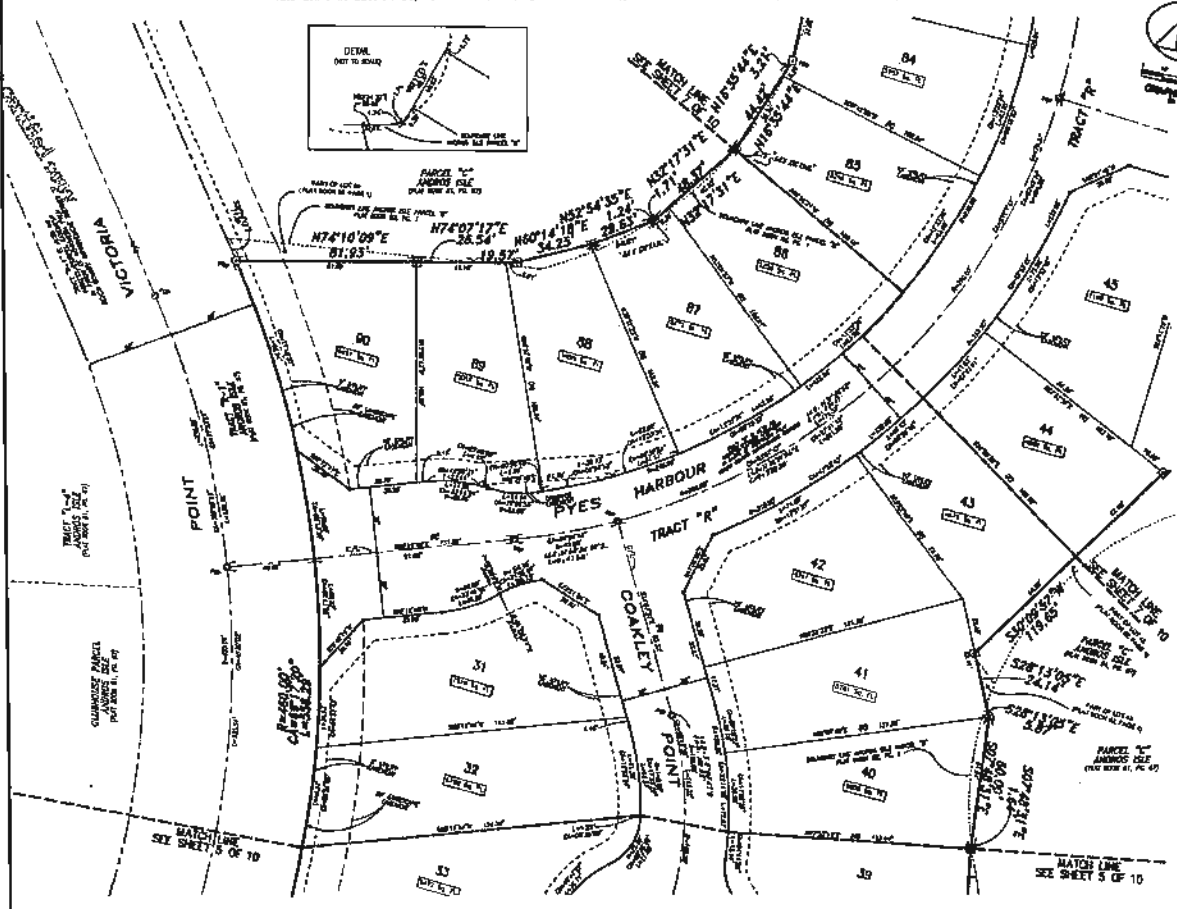
JULY 1998 **ANDROS ISLE RE-PLAT OF PARCEL "B"** SHEET 6 of 10

16

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

THIS IS A RE-PLAT OF PARCEL "B" AND NOT A RE-PLAT OF PARCEL "C"



EASIMENT NOTE:
 THE EXISTING UTILITY EASIMENTS SHOWN WITHIN THE PLAT ARE SHOWN FOR INFORMATION ONLY AND DO NOT REPRESENT A RE-PLAT OF THE SAME. ALL EASIMENTS ARE SHOWN AS RECORDED IN PLAT BOOK 82, PAGE 1, AND PLAT BOOK 81, PAGE 87.

SYMBOLS LEGEND:
 R = BARRER
 L = ASP VENTIL
 CA = CENTRAL ANGLE
 LCB = LONG CURVE BEARING
 CH = CHORD

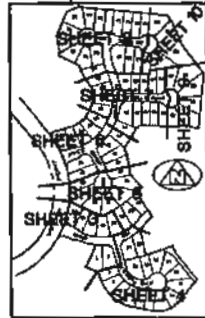
NOTES:
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL BEARINGS ARE TRUE BEARINGS.
 3. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR IRON RODS.
 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 7. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 8. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.

BENCH MARK
 ANDROS ISLE RE-PLAT OF PARCEL "B"

JULY 1998 ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 7 of 10

17

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A REPLAY OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 83, PAGE 1, AND BEING A REPLAY OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87,
 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.



BASELINE/NOTE:
 THE LOTS, TRACTS, AND PLATS SHOWN HEREON WERE PREPARED BY THE ENGINEER AND ARE SUBJECT TO THE FIELD OF RECORD AND RECORDS. NO ASSURANCE IS MADE AS TO THE ACCURACY OF THE FIELD OR RECORDS. THE ENGINEER HAS CONDUCTED A VISUAL CHECK OF THE RECORDS AND HAS FOUND THEM TO BE CORRECT.

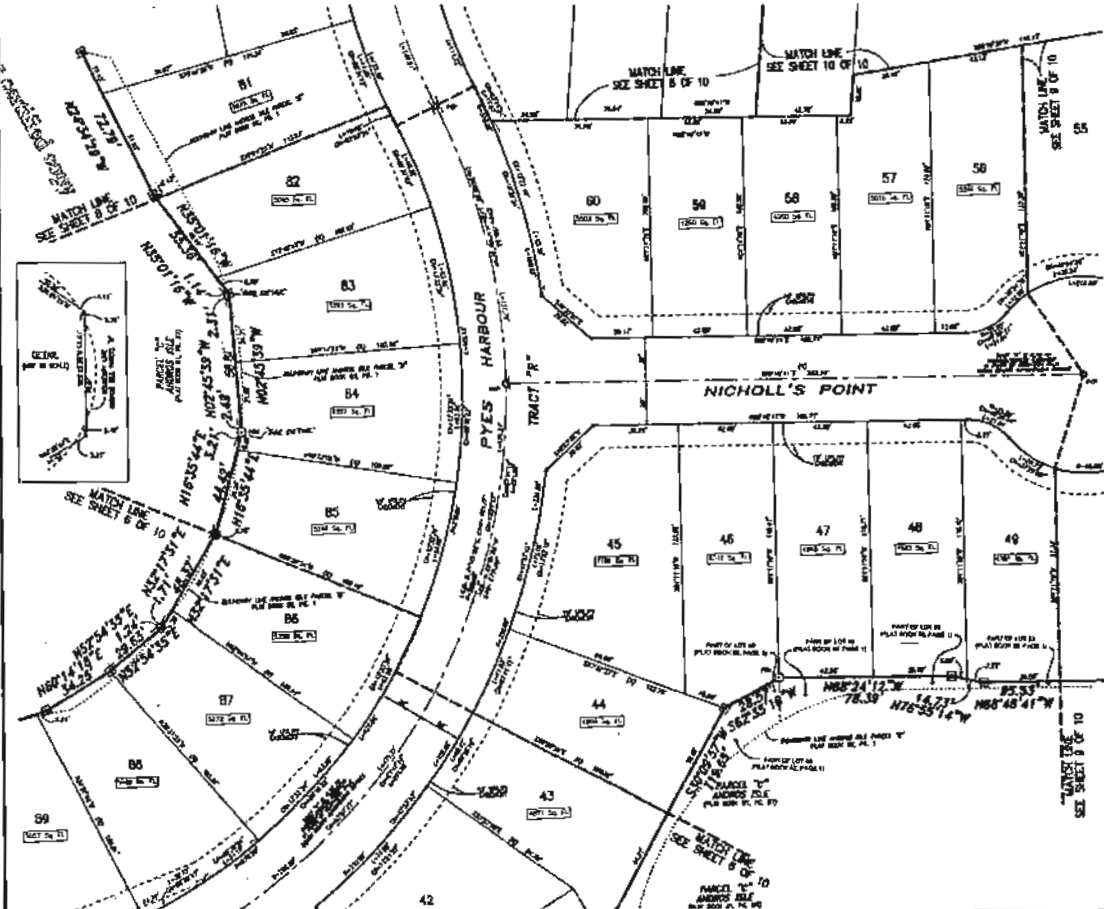
BASELINE/NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

- RECORDS/NOTES:**
1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

BENCH MARK
 Land Surveying and Mapping, Inc.
 1111 S.W. 11th Street, Ft. Lauderdale, FL 33304
 (954) 561-1111

RECORD PLAT
ANDROS ISLE RE-PLAT OF PARCEL "B"

DATE: JULY 1998
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

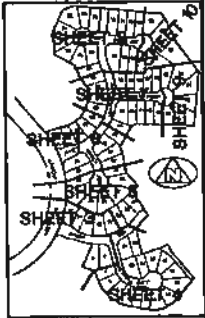
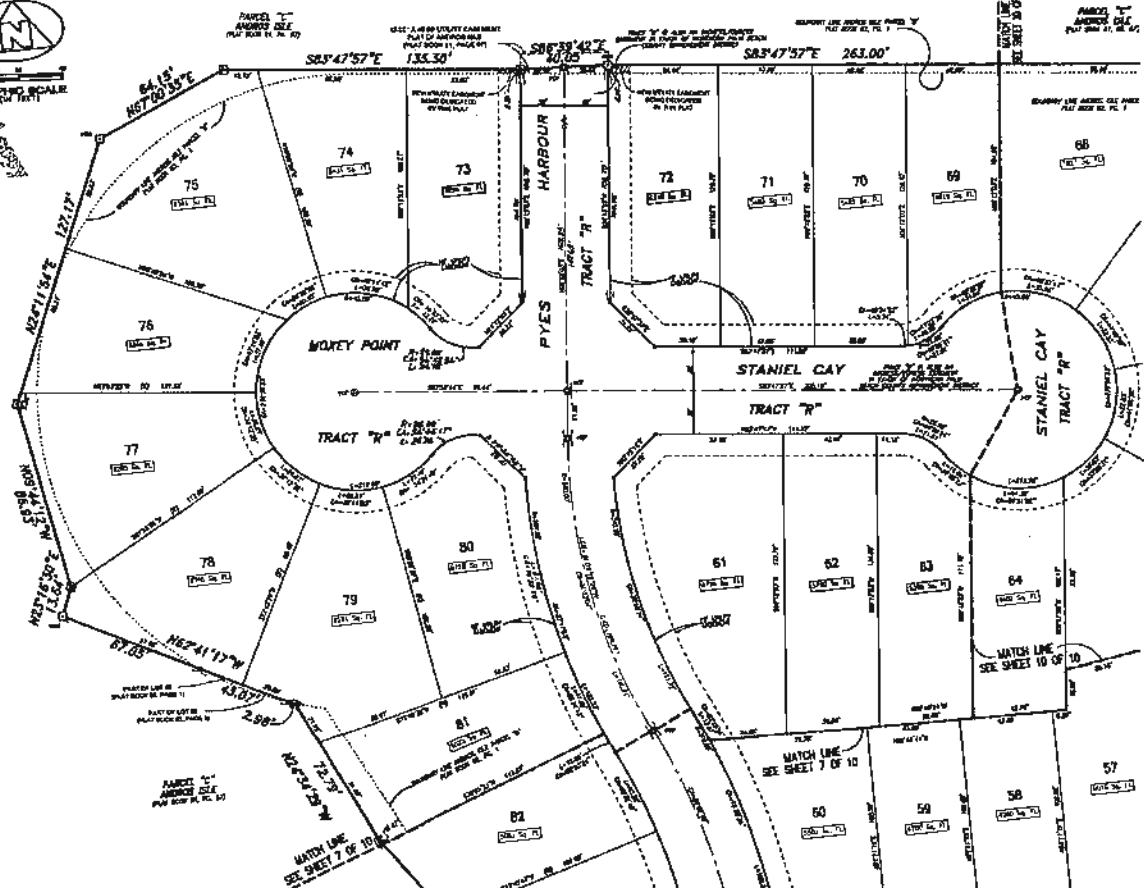


THIS IS NOT A CONVEYANCE DOCUMENT

JULY 1998 ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 8 of 10

18

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 61, PAGE 87,
 AND LYING IN SECTION 20, TOWNSHIP 43 NORTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



EXPLANATION:
 THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.

ABBREVIATIONS:
 R - RADIIUS
 L - ARC LENGTH
 CA - CENTRAL ANGLE
 LCB - LONG CHORD BEARING
 LCB - CHORD

NOTES:
 1. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 2. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 3. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 4. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 5. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 6. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 7. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 8. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 9. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.
 10. THE LARGEST DIMENSION OF ANY LOT WITHIN THE PROPERTY SHALL BE PLATTED AS DIMENSIONAL AREA FOR THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, UNLESS OTHERWISE NOTED.

BENCH MARK
 ANDROS ISLE RE-PLAT OF PARCEL "B"

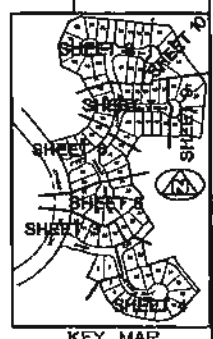
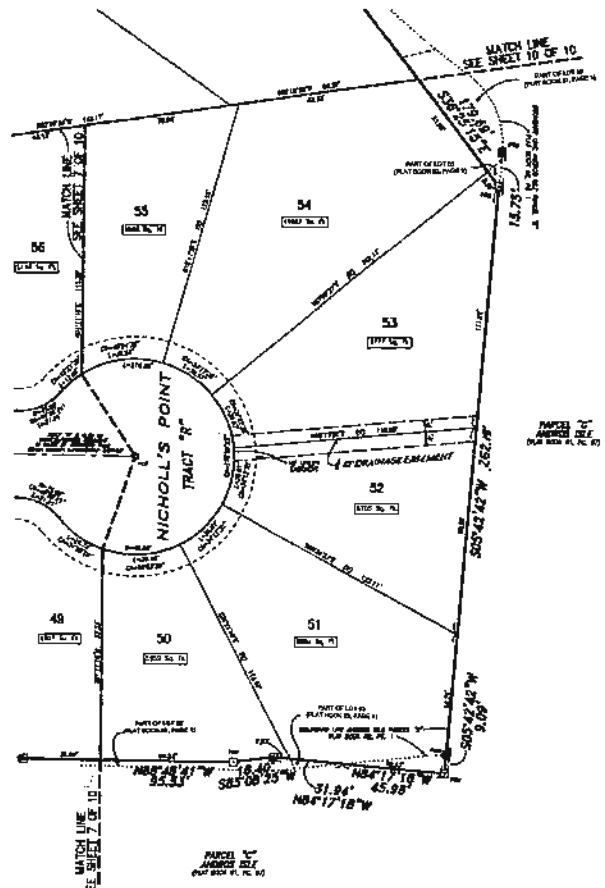
JULY 1998 ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 9 of 10

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

19

THIS IS A RE-PLAT SURVEY



KEY MAP
NOT TO SCALE

ABBREVIATION NOTE:
R = RADIUS
L = ARC LENGTH
CA = CENTRAL ANGLE
CH = LONG CHORD BEARING
C = CHORD

- RECORDING NOTES:**
1. THIS PLAT IS THE RESULT OF A SURVEY MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
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 6. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 7. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 8. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 9. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.
 10. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN HEREIN.

BENCH MARK
Local Surveying and Mapping, Inc.
1000 N. W. 10th St., Ft. Lauderdale, FL 33304
Tel: (954) 561-1111

RECORDING PLAT
ANDROS ISLE RE-PLAT OF PARCEL "B"

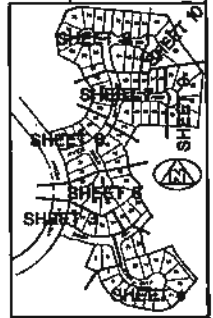
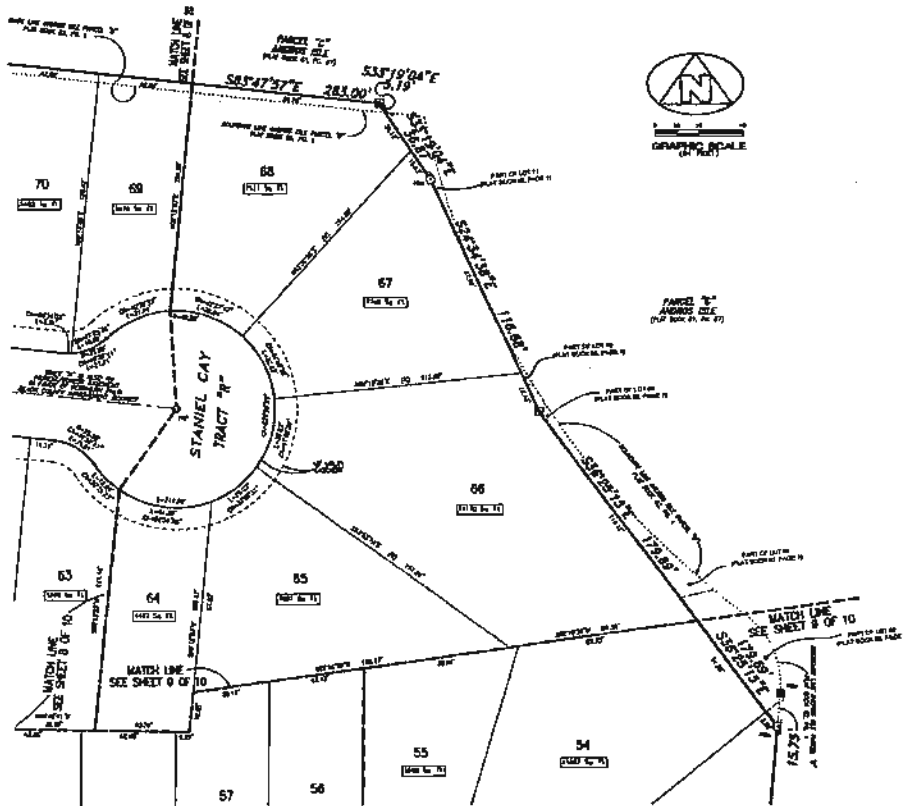
Book	Page	File	Sheet
82	1	19	9 of 10

JULY 1998 ANDROS ISLE RE-PLAT OF PARCEL "B" SHEET 10 of 10

20

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A REPLAT OF A PART OF ANDROS ISLE PARCEL "B", RECORDED IN PLAT BOOK 82, PAGE 1, AND BEING A REPLAT OF A PART OF PARCEL "C", ANDROS ISLE, AS RECORDED IN PLAT BOOK 84, PAGE 87,
 AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

THIS IS NOT A CONTRACT COPY
 7/10/98 10:25:22 AM



EASEMENT NOTE:
 THE LANDSCAPE FACILITY EASEMENTS (LFE) WITHIN THE PROPERTY SHOWN PLATTED ARE SHOWN HEREIN, AND AS TO THE PLAT OF ANDROS ISLE PARCEL "B", AS RECORDED IN PLAT BOOK 82, PAGE 1, AND PARCEL "C", AS RECORDED IN PLAT BOOK 84, PAGE 87, REFER TO THE ORIGINAL PLATS FOR EASEMENT NOTES.

CURVE DATA LEGEND:
 R = RADIUS
 L = ARC LENGTH
 CA = CENTRAL ANGLE
 LCB = LONG CHORD DRAWING
 LCC = CHORD

- NOTICE TO CONTRACTOR:**
1. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 2. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 3. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 4. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 5. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 6. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 7. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 8. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 9. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.
 10. THE PLAT BOOK 82, PAGE 1, AND PLAT BOOK 84, PAGE 87, ARE THE ORIGINAL PLATS FOR PARCEL "B" AND PARCEL "C" OF ANDROS ISLE, AND AS SUCH, THEY ARE THE SOURCE OF THE ORIGINAL SURVEY DATA.

BENCH MARK
 Local Surveying and Mapping, Inc.
 1000 S. US HWY 1, SUITE 100, WEST PALM BEACH, FL 33411
 TEL: 561-833-1111 FAX: 561-833-1112

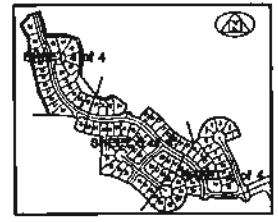
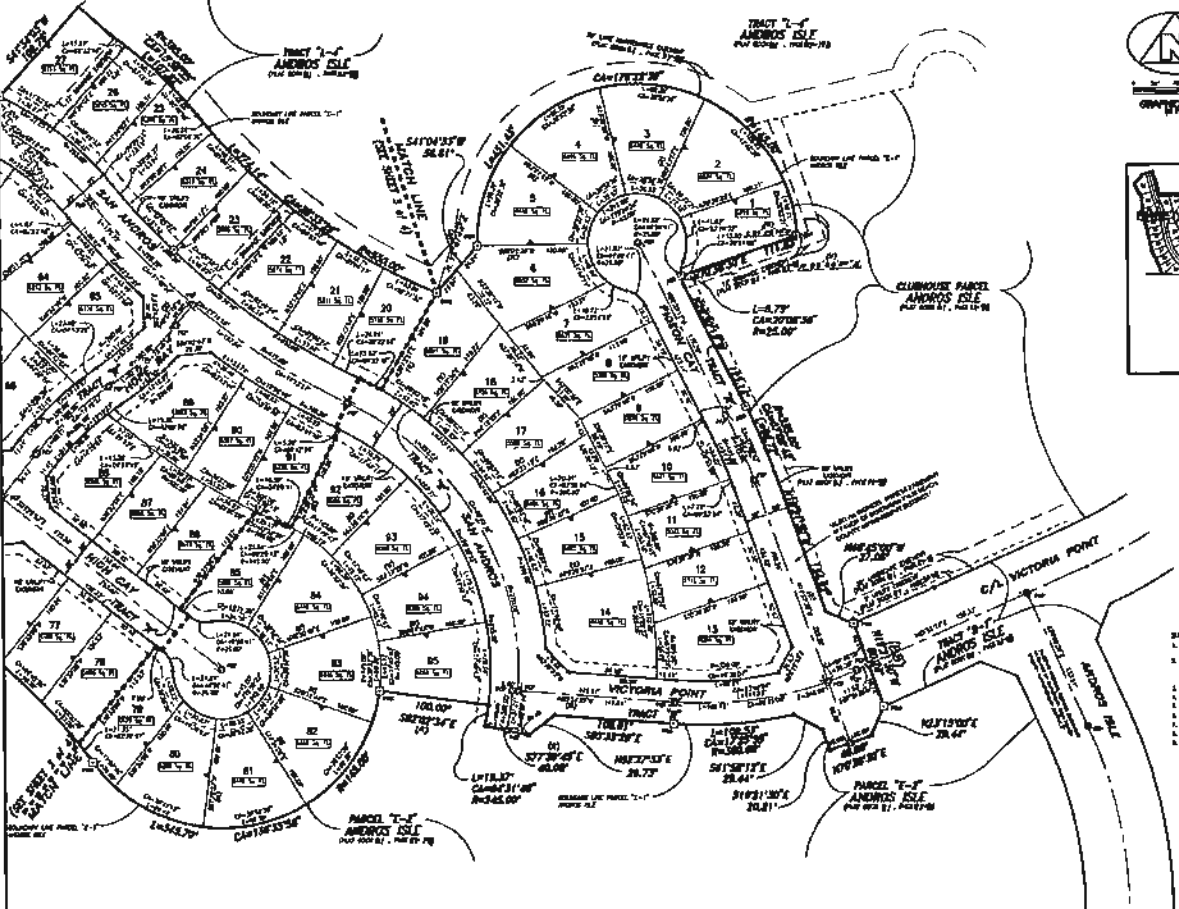
RECORDING PLAT
ANDROS ISLE RE-PLAT OF PARCEL "B"

DATE: 7/10/98 TIME: 10:25:22 AM
 BY: [Signature] FOR: [Signature]

NOVEMBER 1997 **ANDROS ISLE PARCEL "E-1"** SHEET 2 of 4
 (A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A RE-PLAT OF PARCEL "E-1", ANDROS ISLE, RECORDED IN PLAT BOOK #1, PAGE 97-98, AND LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

133

This is not a contract



- RECORDING NOTES:**
1. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 2. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 3. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 4. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
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 55. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 56. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 57. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 58. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
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 60. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 61. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 62. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 63. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 64. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.
 65. THIS PLAT IS THE SECOND PLAT OF PARCEL "E-1" OF ANDROS ISLE.

BENCH MARK
 (Symbol: a square with a cross)
 Used for Surveying and Stippling, for
 the purpose of showing the location of the
 bench mark on the ground.

RECORDING PLAT
ANDROS ISLE PARCEL "E-1"

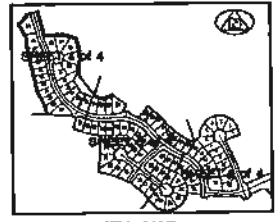
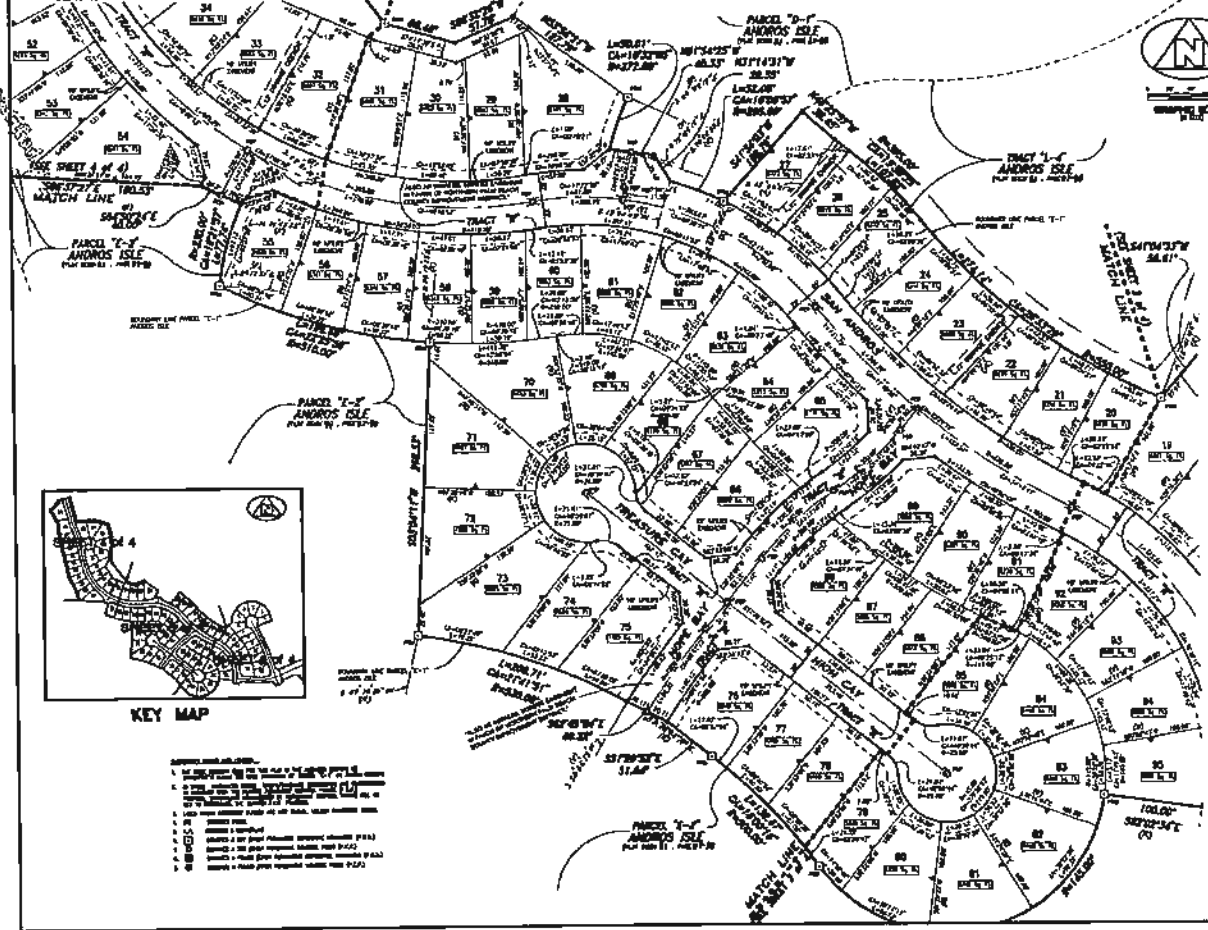
DATE	NOV 1997	PLAT BOOK	#1	PAGE	97-98
CITY	WEST PALM BEACH	COUNTY	PALM BEACH	STATE	FLORIDA

NOVEMBER 1997 **ANDROS ISLE PARCEL "E-1"** SHEET 3 of 4

134

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

BEING A RE-PLAT OF PARCEL "E-1", ANDROS ISLE, RECORDED IN PLAT BOOK 57, PAGE 27-28, AND LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



KEY MAP

- 1. ALL LOTS ARE TO BE DEVELOPED WITH SINGLE-FAMILY RESIDENCES.
- 2. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED PORCH AREA.
- 3. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED PATIO AREA.
- 4. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED DECK AREA.
- 5. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED BALCONY AREA.
- 6. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED TERRACE AREA.
- 7. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED PERGOLA AREA.
- 8. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED AWNING AREA.
- 9. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED CANOPY AREA.
- 10. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 100 SQUARE FEET OF COVERED GAZEBO AREA.

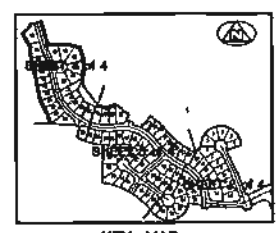
BENCH MARK
 Level, Elevation and Stationing
 ANDROS ISLE PARCEL "E-1"

NOVEMBER 1997 **ANDROS ISLE PARCEL "E-1"** SHEET 4 of 4

135

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A RE-PLAT OF PARCEL "E-1", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 27-28, AND LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

THIS IS PART OF A RECORDED SURVEY

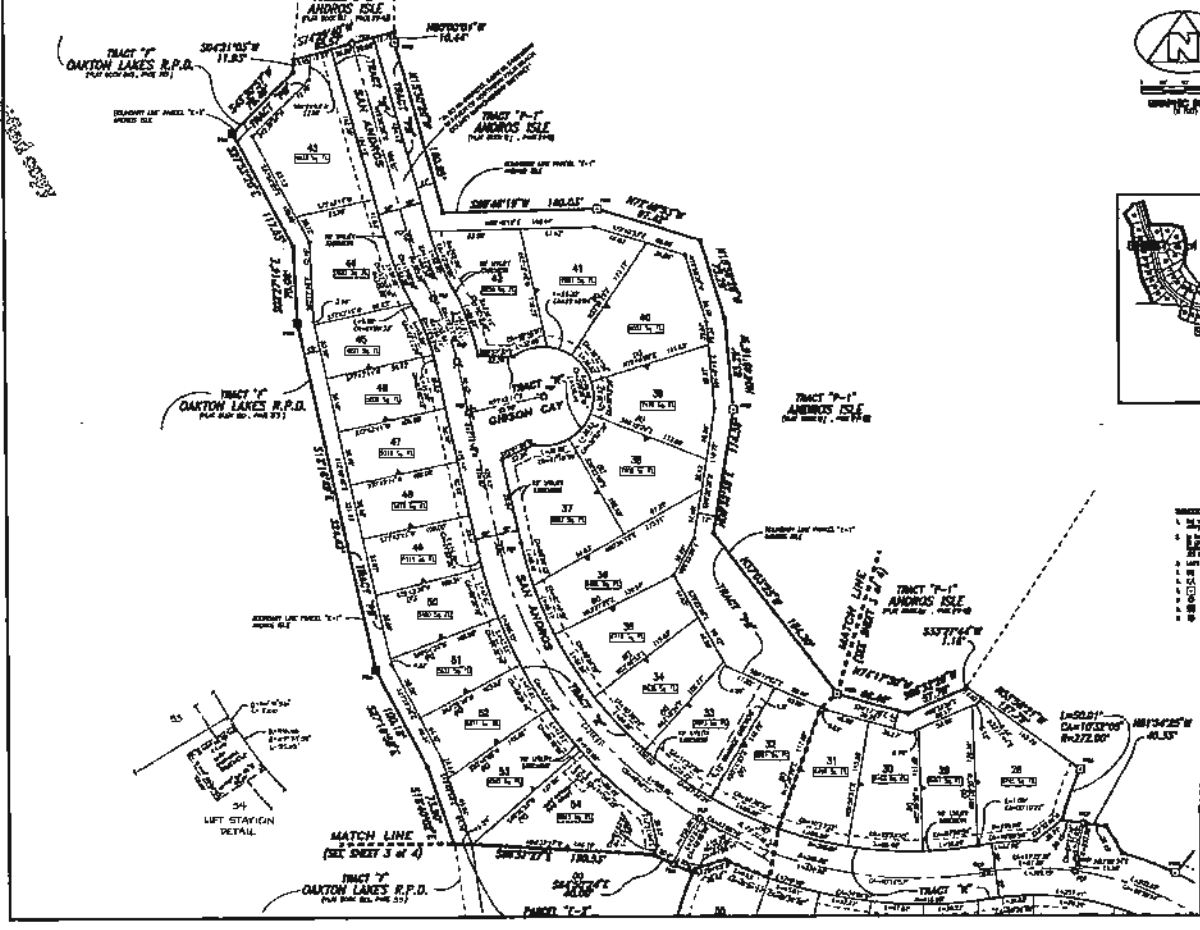


- SYMBOLS AND ABBREVIATIONS:**
1. 1/4" = 100' SCALE
 2. 1/4" = 100' SCALE
 3. 1/4" = 100' SCALE
 4. 1/4" = 100' SCALE
 5. 1/4" = 100' SCALE
 6. 1/4" = 100' SCALE
 7. 1/4" = 100' SCALE
 8. 1/4" = 100' SCALE
 9. 1/4" = 100' SCALE
 10. 1/4" = 100' SCALE

BENCH MARK
 Land Surveying and Mapping, Inc.
 1111 NE 13th Ave., Suite 111, West Palm Beach, FL 33409
 Phone: (561) 835-1111

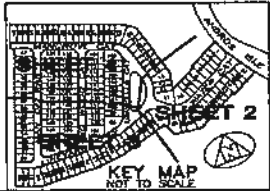
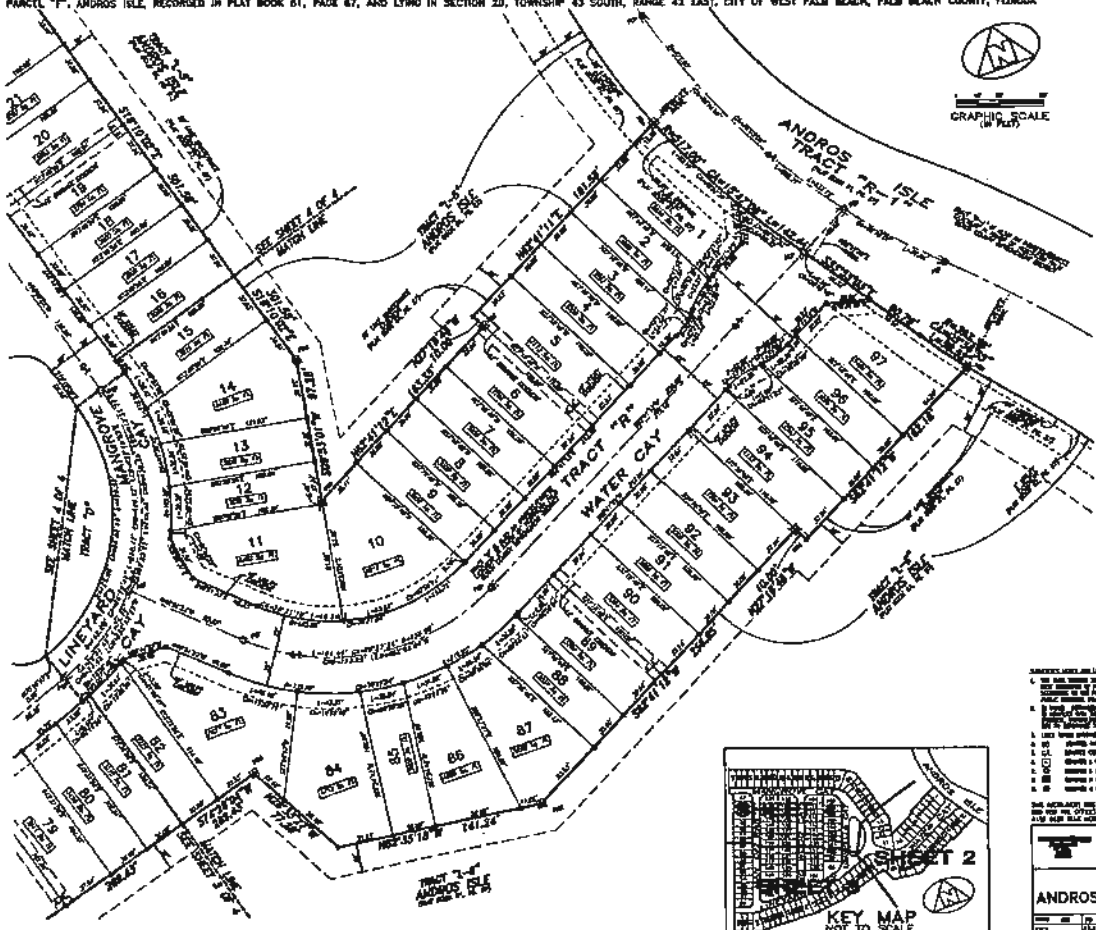
RECORD PLAT
ANDROS ISLE PARCEL "E-1"

DATE	NOVEMBER 1997
BY	LAND SURVEYING AND MAPPING, INC.
FOR	ANDROS ISLE PARCEL "E-1"



(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A RE-PLAY OF PARCEL "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

This is NOT a certified copy



REVISIONS AND NOTES:

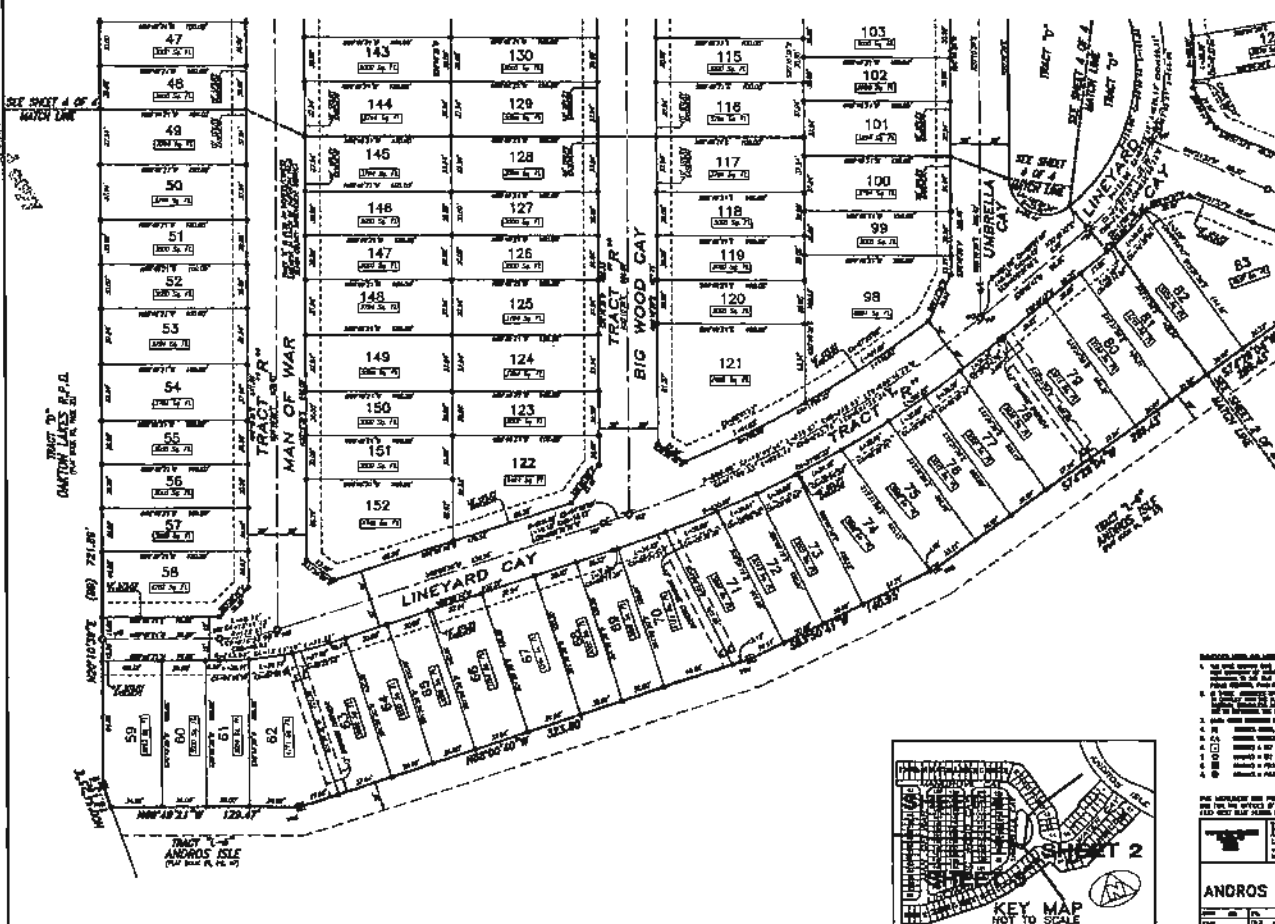
1. See plan book 61, page 67, of play book 61, for parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
2. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
3. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
4. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
5. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
6. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
7. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
8. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
9. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.
10. This plan is a re-play of parcel "F", ANDROS ISLE, RECORDED IN PLAY BOOK 61, PAGE 67, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

BENCH MARK
Land Surveying and Mapping, Inc.
1111 N. W. 11th St., Ft. Lauderdale, FL 33304
Tel: 754/561-1111

ANDROS ISLE PARCEL "F"

DATE	NOV 19 1999	DRAWN BY	...
CHECKED BY	...	SCALE	...

NOVEMBER 1999 **ANDROS ISLE PARCEL "F"** SHEET 3 of 4 **35**
 (A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A RE-PLAT OF PARCEL "F", ANDROS ISLE, RECORDED IN PLAT BOOK 51, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



LEGEND

1. All lot areas are as shown on this plan.
2. All lot areas are as shown on this plan.
3. All lot areas are as shown on this plan.
4. All lot areas are as shown on this plan.
5. All lot areas are as shown on this plan.
6. All lot areas are as shown on this plan.
7. All lot areas are as shown on this plan.
8. All lot areas are as shown on this plan.
9. All lot areas are as shown on this plan.
10. All lot areas are as shown on this plan.

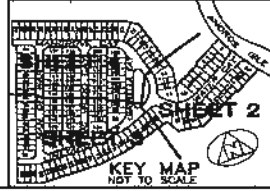
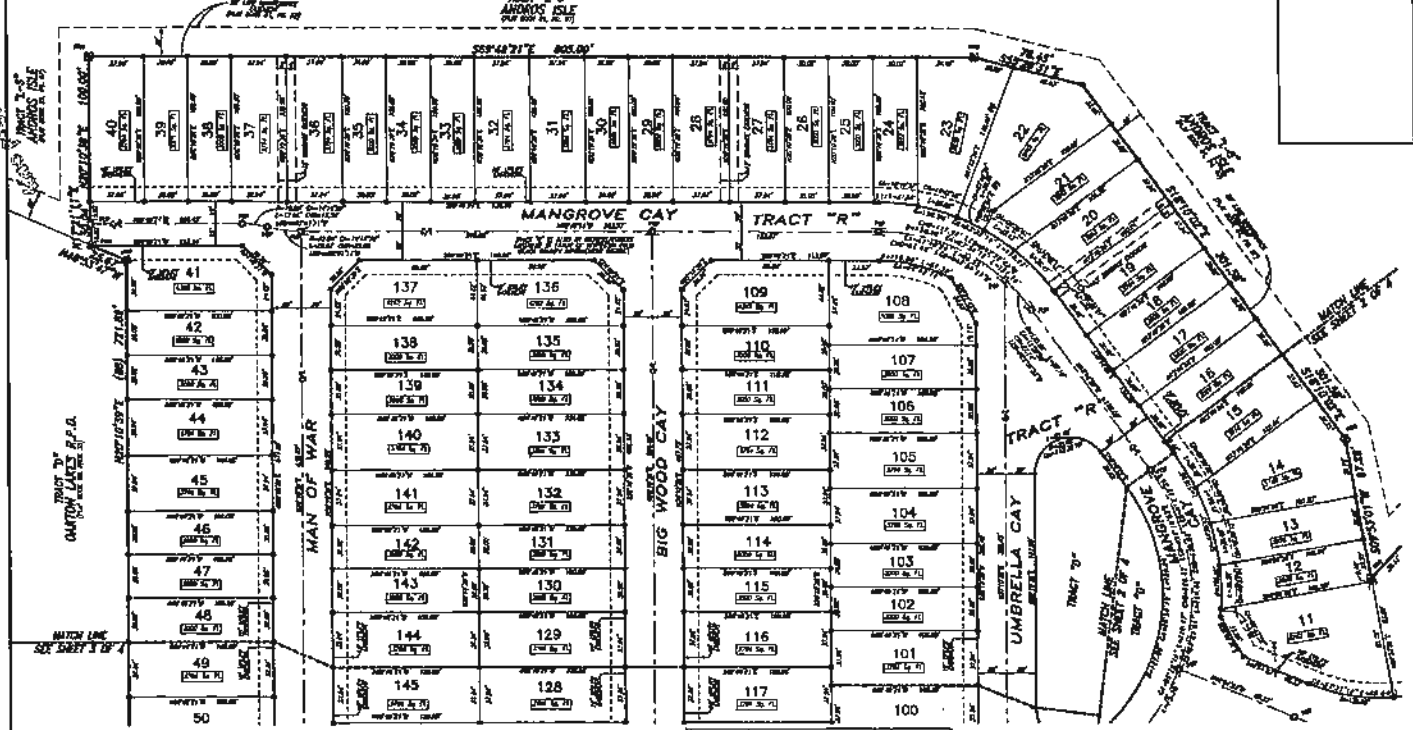
BENCH MARK
 Cont. Surveying and Mapping, Inc.
 1100 S.W. 11th St., Ft. Lauderdale, FL 33304
 (954) 561-1111

RECORD PLAT
ANDROS ISLE PARCEL "F"

KEY MAP
 NOT TO SCALE

NOVEMBER 1999 **ANDROS ISLE PARCEL "F"** SHEET 4 of 4 **36**

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A RE-PLAT OF PARCEL "F", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



BENCH MARK
 ANDROS ISLE PARCEL "F"

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR ALONG THE CENTER LINE OF THE LOT.
 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR ALONG THE CENTER LINE OF THE LOT.
 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR ALONG THE CENTER LINE OF THE LOT.
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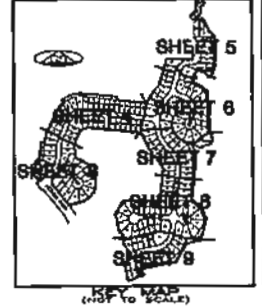
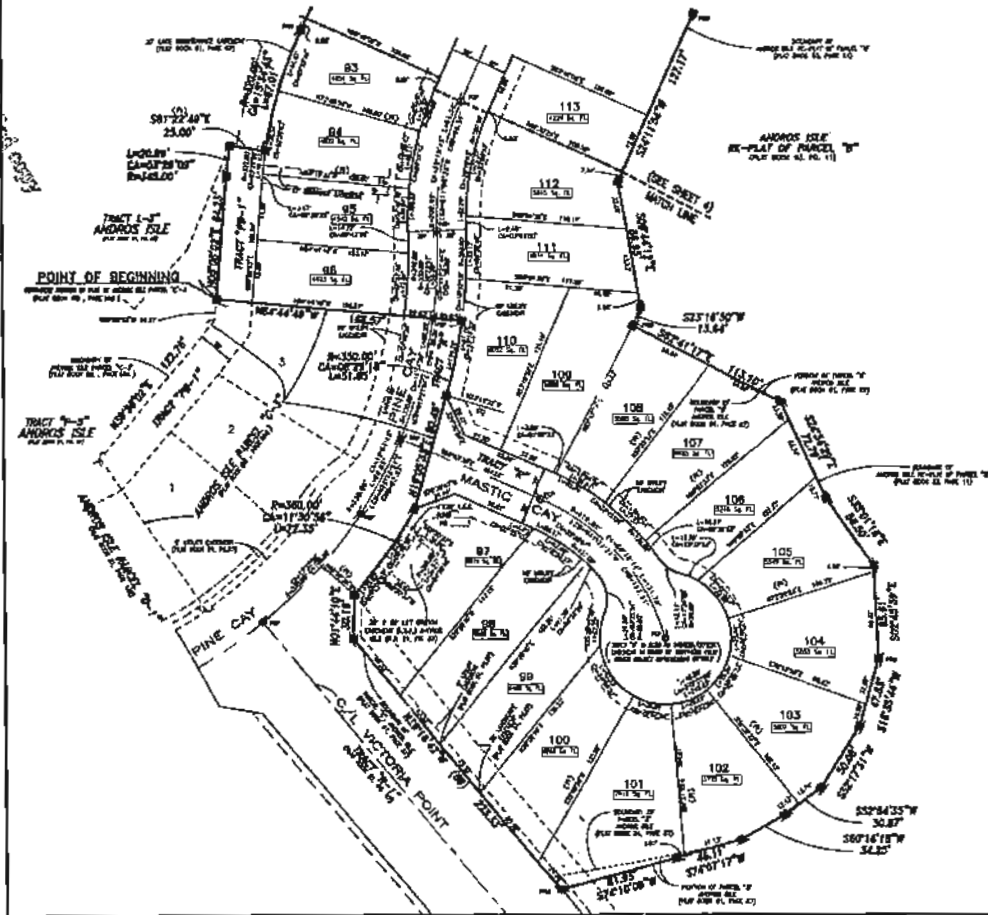
JANUARY 2001

ANDROS ISLE PARCEL "C"

SHEET 3 of 9 **138**

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAY OF PORTIONS OF ANDROS ISLE PARCEL "B" RECORDED IN PLAT BOOK 82, PAGE 1, BEING A REPLAY OF PORTIONS OF PARCEL "C", AND TRACT "L-3", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

FILED IN 100 & 2000-000000000000



- SYMBOLS AND ABBREVIATIONS:**
- 1. [Symbol] INDICATES A 1/2" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 2. [Symbol] INDICATES A 1/4" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 3. [Symbol] INDICATES A 1/8" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 4. [Symbol] INDICATES A 1/16" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 5. [Symbol] INDICATES A 1/32" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 6. [Symbol] INDICATES A 1/64" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 7. [Symbol] INDICATES A 1/128" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 8. [Symbol] INDICATES A 1/256" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 9. [Symbol] INDICATES A 1/512" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 10. [Symbol] INDICATES A 1/1024" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 11. [Symbol] INDICATES A 1/2048" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 12. [Symbol] INDICATES A 1/4096" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 13. [Symbol] INDICATES A 1/8192" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 14. [Symbol] INDICATES A 1/16384" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 15. [Symbol] INDICATES A 1/32768" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 16. [Symbol] INDICATES A 1/65536" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 17. [Symbol] INDICATES A 1/131072" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 18. [Symbol] INDICATES A 1/262144" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 19. [Symbol] INDICATES A 1/524288" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 20. [Symbol] INDICATES A 1/1048576" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 21. [Symbol] INDICATES A 1/2097152" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 22. [Symbol] INDICATES A 1/4194304" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 23. [Symbol] INDICATES A 1/8388608" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 24. [Symbol] INDICATES A 1/16777216" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 25. [Symbol] INDICATES A 1/33554432" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 26. [Symbol] INDICATES A 1/67108864" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 27. [Symbol] INDICATES A 1/134217728" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 28. [Symbol] INDICATES A 1/268435456" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 29. [Symbol] INDICATES A 1/536870912" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 30. [Symbol] INDICATES A 1/1073741824" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 31. [Symbol] INDICATES A 1/2147483648" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 32. [Symbol] INDICATES A 1/4294967296" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 33. [Symbol] INDICATES A 1/8589934592" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 34. [Symbol] INDICATES A 1/17179869184" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 35. [Symbol] INDICATES A 1/34359738368" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 36. [Symbol] INDICATES A 1/68719476736" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 37. [Symbol] INDICATES A 1/137438953472" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 38. [Symbol] INDICATES A 1/274877907344" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 39. [Symbol] INDICATES A 1/549755814688" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 40. [Symbol] INDICATES A 1/1099511629376" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 41. [Symbol] INDICATES A 1/2199023258752" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 42. [Symbol] INDICATES A 1/4398046517504" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 43. [Symbol] INDICATES A 1/8796093035008" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 44. [Symbol] INDICATES A 1/17592186070016" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 45. [Symbol] INDICATES A 1/35184372140032" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 46. [Symbol] INDICATES A 1/70368744280064" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 47. [Symbol] INDICATES A 1/140737488560128" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 48. [Symbol] INDICATES A 1/281474977120256" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 49. [Symbol] INDICATES A 1/562949954240512" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 50. [Symbol] INDICATES A 1/1125899908481024" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 51. [Symbol] INDICATES A 1/2251799816962048" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 52. [Symbol] INDICATES A 1/4503599633924096" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 53. [Symbol] INDICATES A 1/9007199267848192" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 54. [Symbol] INDICATES A 1/18014398535696384" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 55. [Symbol] INDICATES A 1/36028797071392768" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 56. [Symbol] INDICATES A 1/72057594142785536" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 57. [Symbol] INDICATES A 1/144115188285571072" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 58. [Symbol] INDICATES A 1/288230376571142144" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 59. [Symbol] INDICATES A 1/576460753142284288" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 60. [Symbol] INDICATES A 1/1152921506284568576" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 61. [Symbol] INDICATES A 1/2305843012569137152" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
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 - 72. [Symbol] INDICATES A 1/472236648974229687296" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 73. [Symbol] INDICATES A 1/944473297948459374592" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 74. [Symbol] INDICATES A 1/1888946595896918749184" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 75. [Symbol] INDICATES A 1/3777893191793837498368" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 76. [Symbol] INDICATES A 1/7555786383587674996736" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 77. [Symbol] INDICATES A 1/1511157276717534993504" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 78. [Symbol] INDICATES A 1/3022314553435069987008" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 79. [Symbol] INDICATES A 1/6044629106870139974016" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 80. [Symbol] INDICATES A 1/12089258213740279948032" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
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 - 82. [Symbol] INDICATES A 1/48357032854961119792128" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
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 - 99. [Symbol] INDICATES A 1/633825301036546396661129216" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 100. [Symbol] INDICATES A 1/1267650602073092793322258432" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 101. [Symbol] INDICATES A 1/2535301204146185586644516864" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
 - 102. [Symbol] INDICATES A 1/5070602408292371173289033728" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
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 - 107. [Symbol] INDICATES A 1/162259273052555877545249079296" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)
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 - 115. [Symbol] INDICATES A 1/41538375101454304651583764299776" FROM NEIGHBOR NOTICED AND NOTED (F.N.A.)

BENCH MARK
 ANDROS ISLE
 PARCEL "C"
 SHEET 3 OF 9

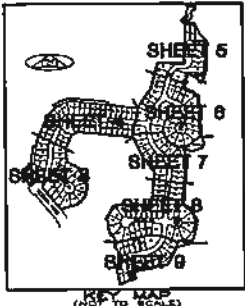
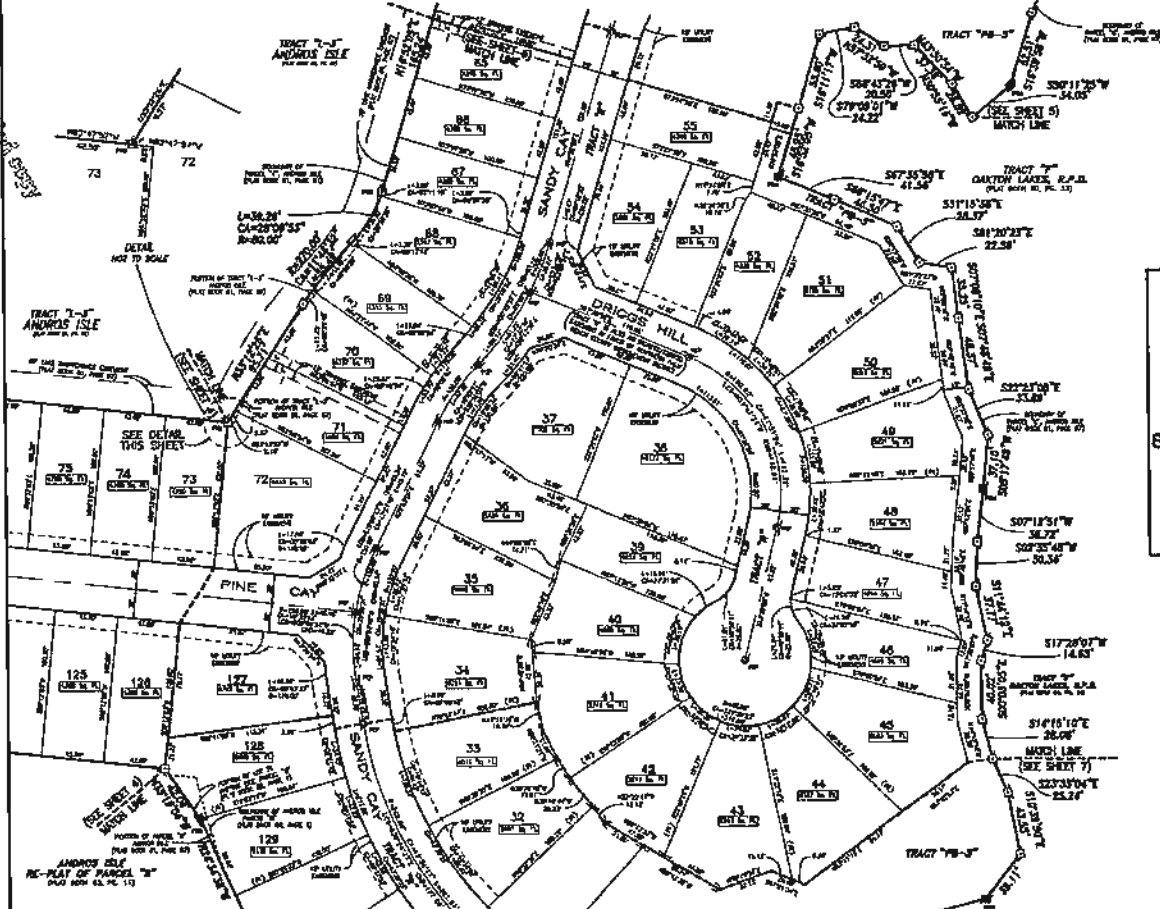
JANUARY 2001

ANDROS ISLE PARCEL "C"

SHEET 6 of 9 **141**

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A RE-PLAY OF PORTIONS OF ANDROS ISLE PARCEL "B" RECORDED IN PLAT BOOK 86, PAGE 1, BEING A RE-PLAY OF PORTIONS OF PARCELS "C" AND TRACT "L-3", ANDROS ISLE,
RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

THIS IS PART OF A RESIDENTIAL DEVELOPMENT



- GENERAL NOTES:**
1. ALL AREAS SHOWN ON THIS PLAN ARE SUBJECT TO THE CITY OF WEST PALM BEACH ZONING ORDINANCES AND ANY OTHER APPLICABLE REGULATIONS.
 2. IN PLACE AREAS SHOWN ON THIS PLAN ARE SUBJECT TO THE CITY OF WEST PALM BEACH ZONING ORDINANCES AND ANY OTHER APPLICABLE REGULATIONS.
 3. LOTS WITH EXISTING UTILITIES ARE NOT TO BE MOVED, UNLESS OTHERWISE NOTED.
 4. ALL EXISTING UTILITIES ARE TO BE MAINTAINED.
 5. EXISTING UTILITIES ARE TO BE MAINTAINED.
 6. EXISTING UTILITIES ARE TO BE MAINTAINED.
 7. EXISTING UTILITIES ARE TO BE MAINTAINED.
 8. EXISTING UTILITIES ARE TO BE MAINTAINED.
 9. EXISTING UTILITIES ARE TO BE MAINTAINED.
 10. EXISTING UTILITIES ARE TO BE MAINTAINED.

BENCH MARK
 ANDROS ISLE
 PARCEL "C"
 SECOND PLAT

DATE: 12/15/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]

JANUARY 2001

ANDROS ISLE PARCEL "C"

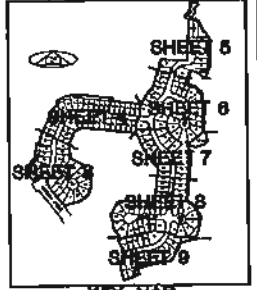
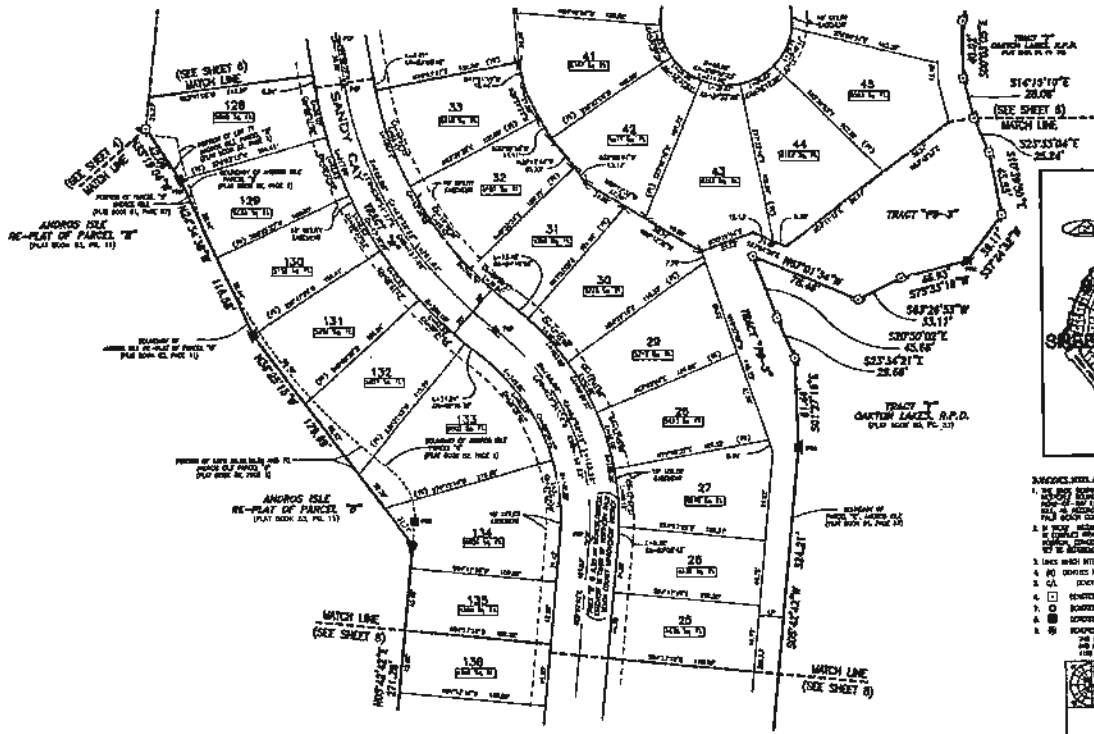
SHEET 7 of 9

142

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF PORTIONS OF ANDROS ISLE PARCEL "B" RECORDED IN PLAT BOOK 82, PAGE 4, BEING A REPLAT OF PORTIONS OF PARCEL "C", AND TRACT "L-3", ANDROS ISLE,
RECORDED IN PLAT BOOK 81, PAGE 27, AND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



This is not a residential survey



- ANDROS ISLE PARCEL "C"
1. THE BENCH MARK AND ALL OTHER POINTS IN THIS PLAT ARE TO BE USED AS CHECKS ONLY AND NOT AS A BASIS FOR ANY OTHER SURVEY.
 2. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 3. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 4. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 5. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 6. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 7. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 8. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.
 9. THE BENCH MARK IS A BENCH MARK OF THE STATE OF FLORIDA.

BENCH MARK

RECORD PLAT
ANDROS ISLE
PARCEL "C"

DATE: JAN 2001
BY: [Name]
SCALE: 1" = 30'

OCTOBER 1997

ANDROS ISLE

SHEET 3 of 12

89

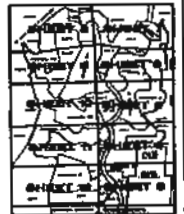
BEING A REPLAT OF TRACT "A" AND TRACT "B", DAKTUN LAKES E.P.D., RECORDED IN PLAT BOOK 80, PAGE 35, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

(SEE SHEET 4 OF 12)

MATCH LINE

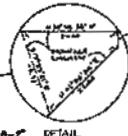
PARCEL "A"
(RELEASED)

NOT A PART
OF THIS PLAT
(UNPLATTED)



KEY MAP
(SEE 10 SCALE)

NOT A PART
OF THIS PLAT
(UNPLATTED)



DETAIL

OKEECHOBEE BOULEVARD

- RECORDING AND INDEXING
1. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "A" AND "B" OF DAKTUN LAKES.
 2. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "C" AND "D" OF DAKTUN LAKES.
 3. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "E" AND "F" OF DAKTUN LAKES.
 4. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "G" AND "H" OF DAKTUN LAKES.
 5. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "I" AND "J" OF DAKTUN LAKES.
 6. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "K" AND "L" OF DAKTUN LAKES.
 7. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "M" AND "N" OF DAKTUN LAKES.
 8. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "O" AND "P" OF DAKTUN LAKES.
 9. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "Q" AND "R" OF DAKTUN LAKES.
 10. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS OF TRACTS "S" AND "T" OF DAKTUN LAKES.

THE SURVEYOR HAS RECORDED THIS PLAT IN THE COUNTY CLERK'S OFFICE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

BENCH MARK

RECORDING AND INDEXING

ANDROS ISLE

DATE OF RECORDING: OCTOBER 1997

DATE OF INDEXING: OCTOBER 1997

PLAT BOOK: 80

PAGE: 35

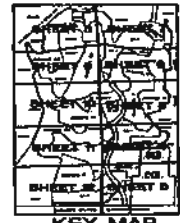
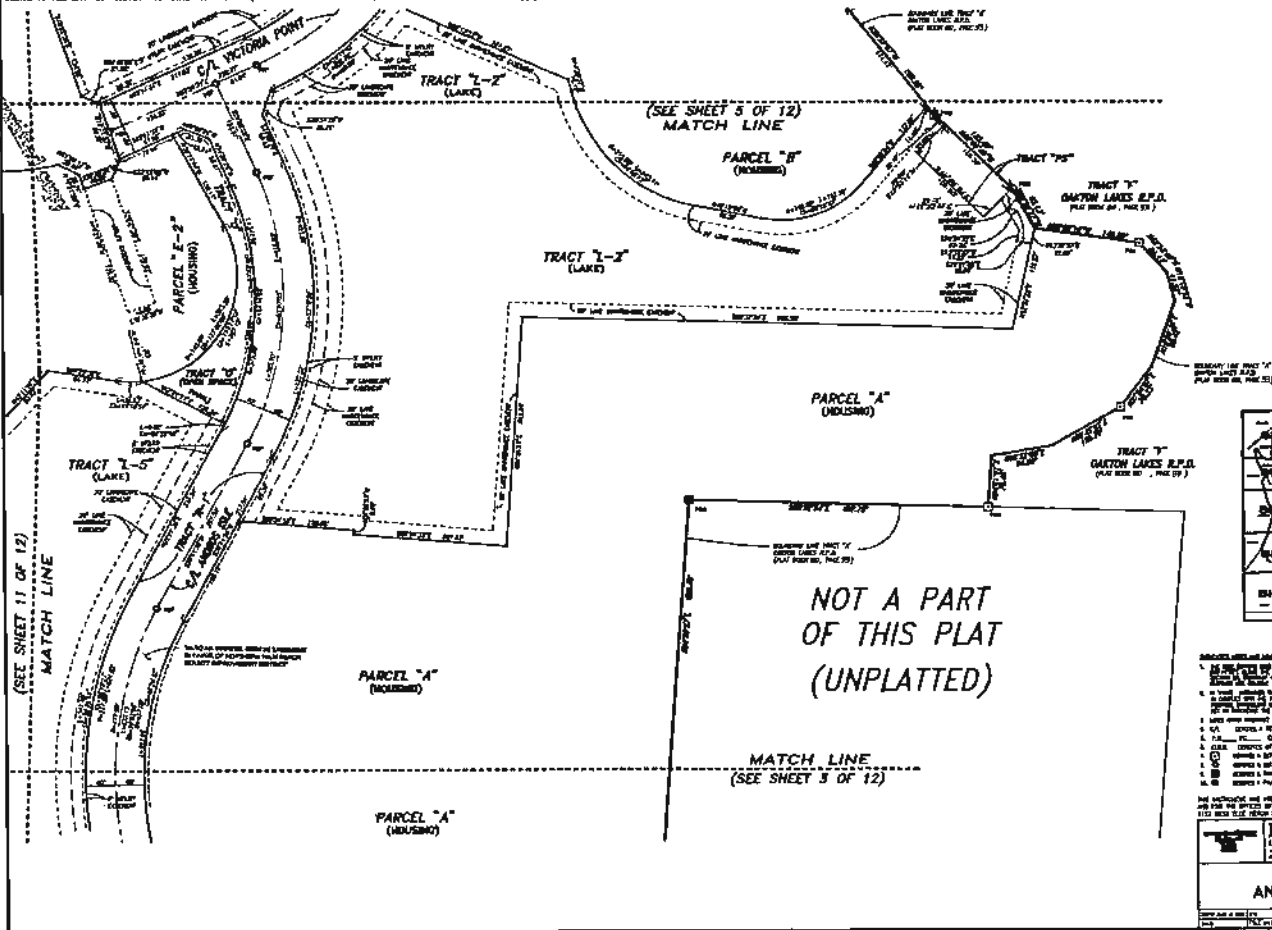
OCTOBER 1997

ANDROS ISLE

SHEET 4 of 12

90

BEING A REPLAT OF TRACT "A" AND TRACT "B", GAYTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 33, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



- SYMBOLS AND ABBREVIATIONS:**
- 1. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 2. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 3. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 4. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 5. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 6. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 7. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 8. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 9. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 10. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 11. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 12. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 13. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 14. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 15. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 16. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 17. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 18. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 19. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 20. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 21. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 22. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 23. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 24. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 25. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 26. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 27. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 28. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 29. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 30. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 31. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 32. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 33. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 34. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 35. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 36. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 37. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 38. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 39. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 40. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 41. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 42. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 43. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 44. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 45. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 46. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 47. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 48. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 49. IN PLAT BOOK 80, PLAT 33, PAGE 33
 - 50. IN PLAT BOOK 80, PLAT 33, PAGE 33
- BENCH MARK**
 (Local Surveying and Mapping, Inc.)
 1111 S. W. 11th St., West Palm Beach, FL 33411
 Phone: (561) 835-1111
- RECORD PLAT**
ANDROS ISLE

OCTOBER 1997

ANDROS ISLE

SHEET 5 of 12

91

BEING A REPLAT OF TRACT "A" AND TRACT "B", DANTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 55, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

(SEE SHEET 6 OF 12)

MATCH LINE

C/L PINE CAY
PARCEL "D-1"
(HOUSING)

PARCEL "C"
(HOUSING)

PARCEL "B"
(HOUSING)

TRACT "Y"
DANTON LAKES R.P.D.
(PLAT 808 (2), PAGE 55)

TRACT "I-4"
(LAKE)

PARCEL "C"
(HOUSING)

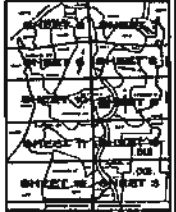
CLUBHOUSE PARCEL
(CLUBHOUSE/RECREATION)

PARCEL "B"
(HOUSING)

TRACT "Y"
DANTON LAKES R.P.D.
(PLAT 808 (2), PAGE 55)

TRACT "I-2"
(LAKE)

MATCH LINE
(SEE SHEET 4 OF 12)



- 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 7. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 8. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.
- 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTER LINE OF THE ROAD OR CANAL UNLESS OTHERWISE SPECIFIED.

BENCH MARK
Local, Statewide and National
BENCH MARK

RECORD PLAT
ANDROS ISLE

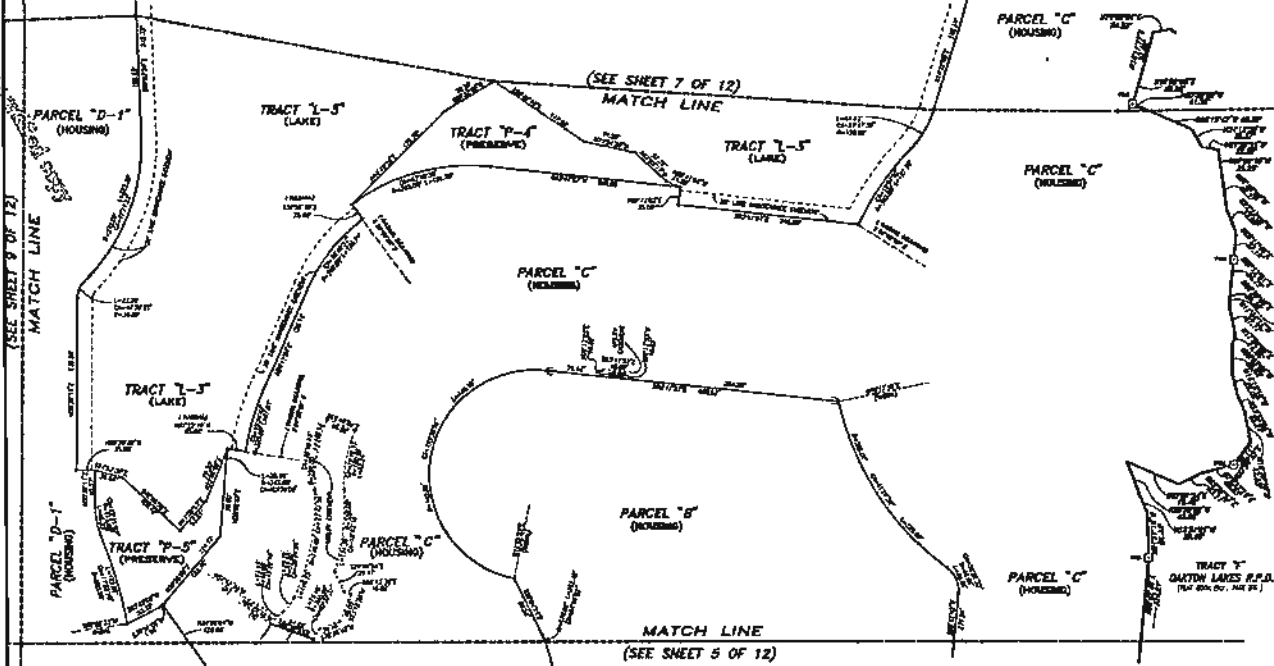
OCTOBER 1997

ANDROS ISLE

SHEET 6 of 12

92

BEING A REPLAT OF TRACT "A" AND TRACT "B", OAKTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 33, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



REVISIONS TO THIS PLAN
(SEE SHEET 5 OF 12)



- REVISIONS TO THIS PLAN**
1. TO THE NORTH END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S WATER TREATMENT PLANT. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.
 2. TO THE SOUTH END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S WASTEWATER TREATMENT PLANT. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.
 3. TO THE EAST END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S TRASH INCINERATOR. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.
 4. TO THE WEST END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S WATER TREATMENT PLANT. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.
 5. TO THE NORTH END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S WASTEWATER TREATMENT PLANT. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.
 6. TO THE EAST END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S TRASH INCINERATOR. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.
 7. TO THE WEST END OF THE ISLAND, THE CITY OF WEST PALM BEACH HAS REQUESTED A REVISION TO THE PLAN TO SHOW THE LOCATION OF THE CITY'S WATER TREATMENT PLANT. THIS REVISION IS SHOWN ON SHEET 12 OF THIS PLAN.

BENCH MARK
Level, Elevation and Mapping, See
APPENDIX A FOR THE LOCATION OF THE BENCH MARK, AND
FOR THE ELEVATION OF THE BENCH MARK.

REVISION PLAN
ANDROS ISLE

DATE: 10/1/97
BY: [Signature]

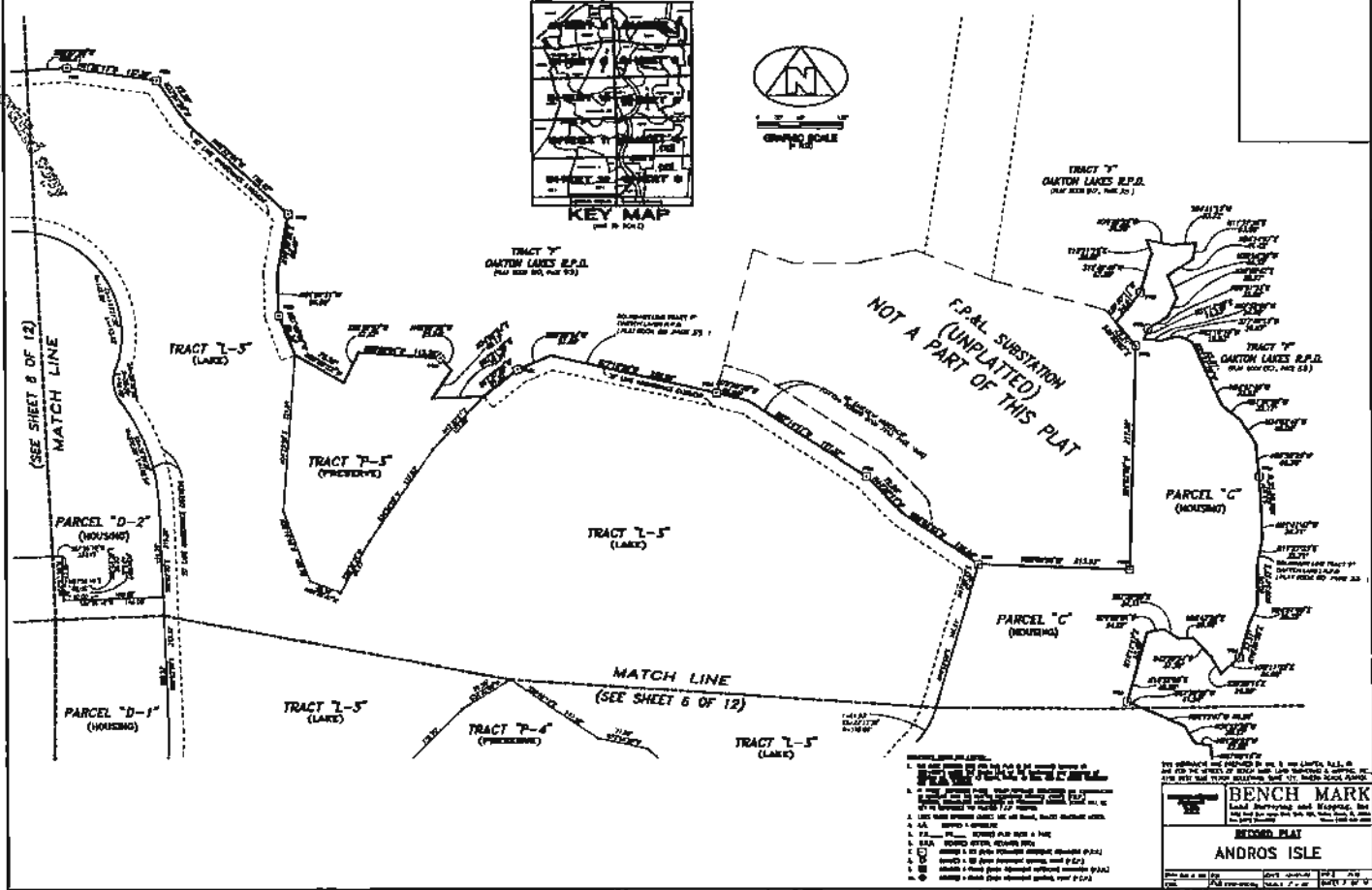
OCTOBER 1997

ANDROS ISLE

SHEET 7 of 12

93

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF TRACT "A" AND TRACT "B", DAKTUN LAKES R.P.D., RECORDED IN PLAT 900R 22, PAGE 33, AND LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



- BOUNDARY LABELS:**
1. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
 2. ALL BEARING ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
 3. ALL CURVES ARE FULL CIRCLES UNLESS OTHERWISE NOTED.
 4. ALL BEARING ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
 5. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
 6. ALL CURVES ARE FULL CIRCLES UNLESS OTHERWISE NOTED.
 7. ALL BEARING ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
 8. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
 9. ALL CURVES ARE FULL CIRCLES UNLESS OTHERWISE NOTED.
 10. ALL BEARING ANGLES ARE IN DEGREES, MINUTES AND SECONDS.

BENCH MARK
Local Surveying and Mapping, Inc.
1000 S. W. 10th St., West Palm Beach, FL 33411
Tel: 561-833-1111

RECORD PLAT
ANDROS ISLE

DATE: OCT 1997
BY: [Signature]
FOR: [Signature]

OCTOBER 1997

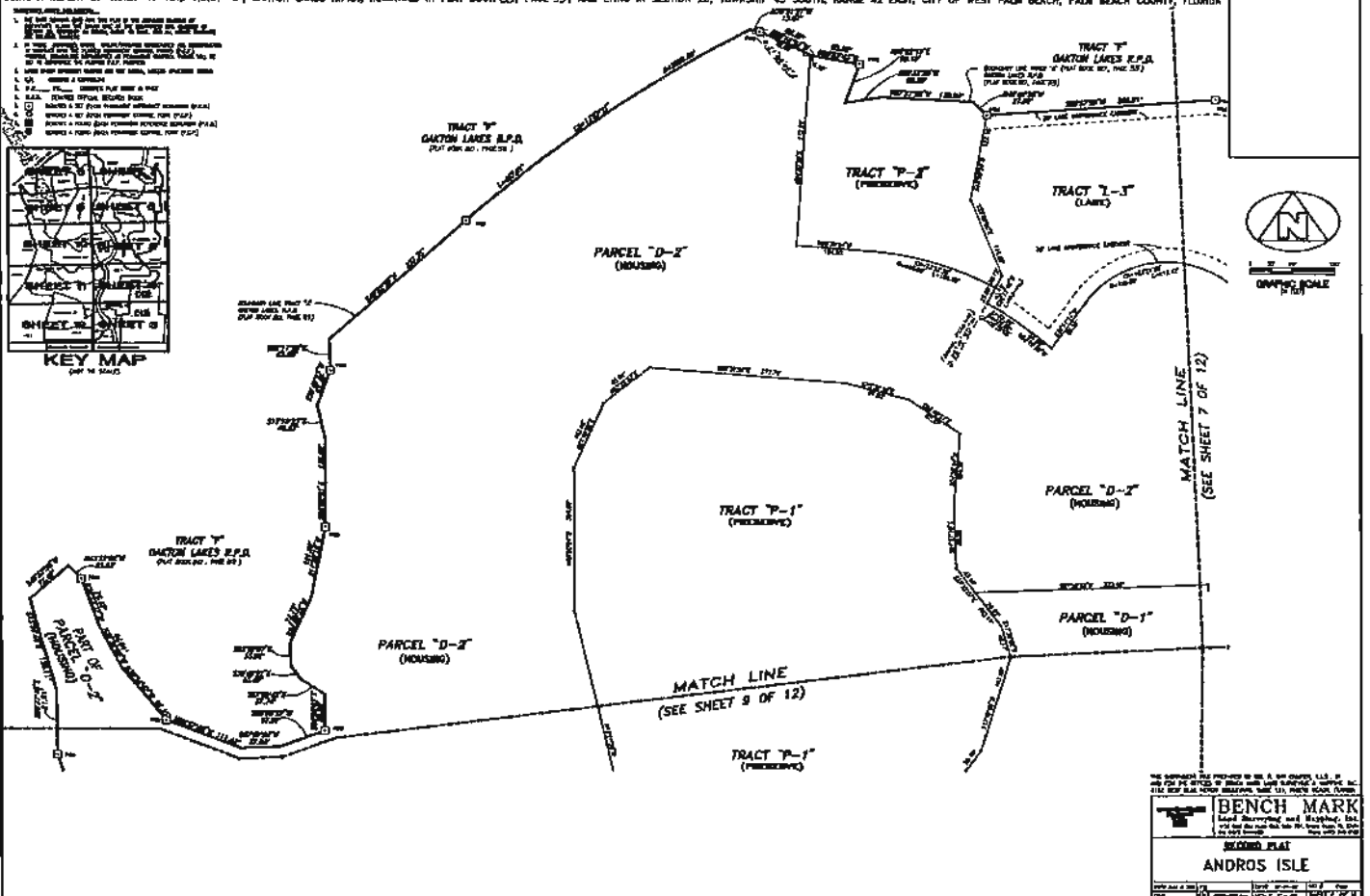
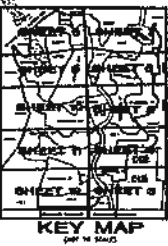
ANDROS ISLE

SHEET 8 of 12

04

BEING A REPLAT OF TRACT "A" AND TRACT "B", GANTON LAKES R.F.D., RECORDED IN PLAT BOOK 80, PAGE 35, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



WE WARRANT THE PRECEDING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BENCH MARK
BENCH MARK
SECOND PLAT
ANDROS ISLE

3155 53 2008 08 2008

OCTOBER 1997

ANDROS ISLE

SHEET 9 of 12

95

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF TRACT "A" AND TRACT "B", GANTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 35, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

PARCEL "D-2"
(HOUSING)

(SEE SHEET 8 OF 12)
MATCH LINE

TRACT "P-1"
(PRESERVE)

PARCEL "D-2"
(HOUSING)

PARCEL "D-1"
(HOUSING)

MATCH LINE
(SEE SHEET 8 OF 12)



TRACT "P-1"
(PRESERVE)

TRACT "P-1"
(PRESERVE)

MATCH LINE
(SEE SHEET 10 OF 12)

PARCEL "E-1"
(HOUSING)

REPLATING TRACT "P"
GANTON LAKES R.P.D.
(PLAT BOOK 80, PAGE 35)

TRACT "A"
GANTON LAKES R.P.D.
(PLAT BOOK 80, PAGE 35)



- LEGEND**
- 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - 2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 7. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 8. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.
 - 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRACT.

THE INFORMATION AND SERVICES OF THE SURVEYOR ARE LIMITED TO THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S OBSERVATIONS AND MEASUREMENTS.

BENCH MARK
Lead Surveying and Mapping, Inc.
1000 N. W. 10th St., Ft. Lauderdale, FL 33304
Tel: (954) 561-1111

RECORD PLAT
ANDROS ISLE

DATE: OCTOBER 1997
BY: [Signature]
SCALE: AS SHOWN

OCTOBER 1997

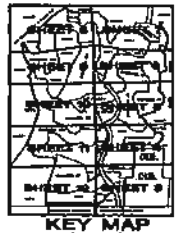
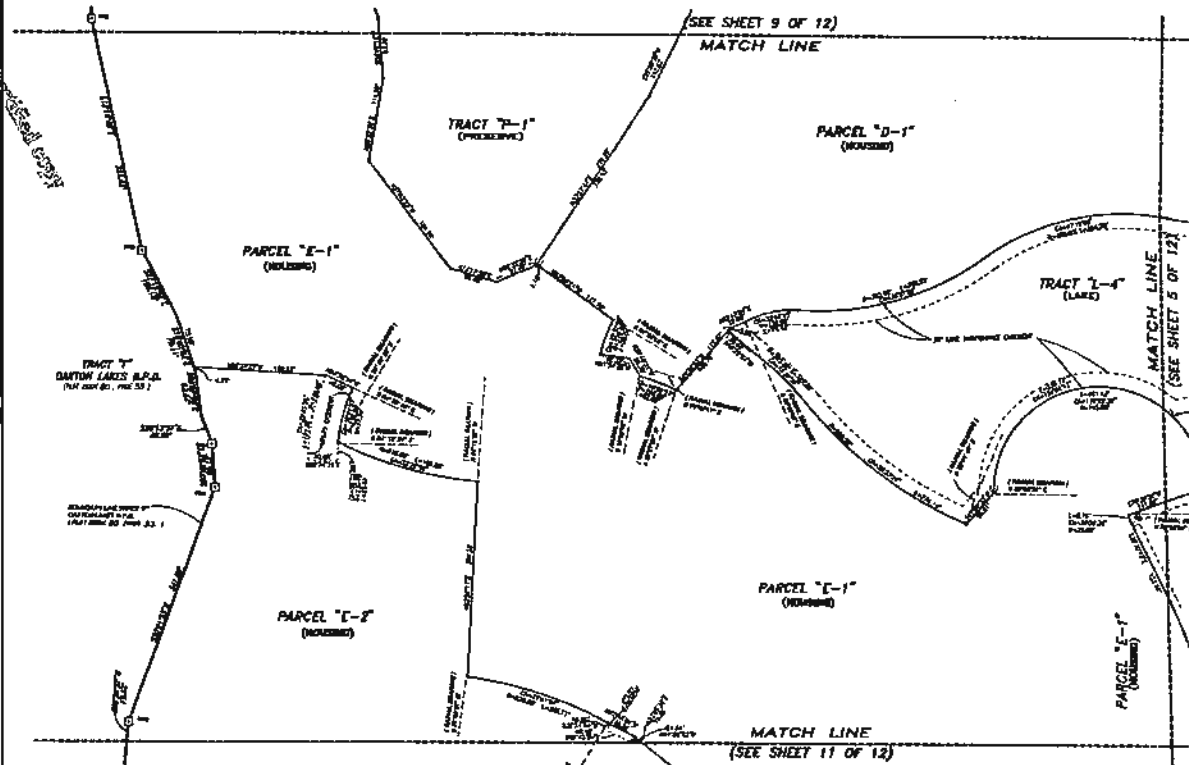
ANDROS ISLE

SHEET 10 of 12

96

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF TRACT "A" AND TRACT "B", DANTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 33, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

3/15/97 to work & corrected copy



- NOTES:**
1. THE PLAN IS SUBJECT TO THE CITY OF WEST PALM BEACH, FLORIDA, ORDINANCE NO. 96-10, WHICH PROVIDES FOR THE REGULATION OF THE DEVELOPMENT OF DANTON LAKES R.P.D. AND THE CITY OF WEST PALM BEACH, FLORIDA, ORDINANCE NO. 96-11, WHICH PROVIDES FOR THE REGULATION OF THE DEVELOPMENT OF DANTON LAKES R.P.D.
 2. ALL DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND DECIMALS THEREOF.
 3. ALL DISTANCES SHOWN ON THIS PLAN ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE CANAL OR ALONG THE CENTERLINE OF THE LAKE OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE PATH OR ALONG THE CENTERLINE OF THE WALKWAY OR ALONG THE CENTERLINE OF THE BIKEWAY OR ALONG THE CENTERLINE OF THE DRIVEWAY OR ALONG THE CENTERLINE OF THE SIDEWALK OR ALONG THE CENTERLINE OF THE CURB OR ALONG THE CENTERLINE OF THE GROUND SURFACE.
 4. ALL DISTANCES SHOWN ON THIS PLAN ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE CANAL OR ALONG THE CENTERLINE OF THE LAKE OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE PATH OR ALONG THE CENTERLINE OF THE WALKWAY OR ALONG THE CENTERLINE OF THE BIKEWAY OR ALONG THE CENTERLINE OF THE DRIVEWAY OR ALONG THE CENTERLINE OF THE SIDEWALK OR ALONG THE CENTERLINE OF THE CURB OR ALONG THE CENTERLINE OF THE GROUND SURFACE.
 5. ALL DISTANCES SHOWN ON THIS PLAN ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE CANAL OR ALONG THE CENTERLINE OF THE LAKE OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE PATH OR ALONG THE CENTERLINE OF THE WALKWAY OR ALONG THE CENTERLINE OF THE BIKEWAY OR ALONG THE CENTERLINE OF THE DRIVEWAY OR ALONG THE CENTERLINE OF THE SIDEWALK OR ALONG THE CENTERLINE OF THE CURB OR ALONG THE CENTERLINE OF THE GROUND SURFACE.
 6. ALL DISTANCES SHOWN ON THIS PLAN ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE CANAL OR ALONG THE CENTERLINE OF THE LAKE OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE PATH OR ALONG THE CENTERLINE OF THE WALKWAY OR ALONG THE CENTERLINE OF THE BIKEWAY OR ALONG THE CENTERLINE OF THE DRIVEWAY OR ALONG THE CENTERLINE OF THE SIDEWALK OR ALONG THE CENTERLINE OF THE CURB OR ALONG THE CENTERLINE OF THE GROUND SURFACE.
 7. ALL DISTANCES SHOWN ON THIS PLAN ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE CANAL OR ALONG THE CENTERLINE OF THE LAKE OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE PATH OR ALONG THE CENTERLINE OF THE WALKWAY OR ALONG THE CENTERLINE OF THE BIKEWAY OR ALONG THE CENTERLINE OF THE DRIVEWAY OR ALONG THE CENTERLINE OF THE SIDEWALK OR ALONG THE CENTERLINE OF THE CURB OR ALONG THE CENTERLINE OF THE GROUND SURFACE.
 8. ALL DISTANCES SHOWN ON THIS PLAN ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE CANAL OR ALONG THE CENTERLINE OF THE LAKE OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE PATH OR ALONG THE CENTERLINE OF THE WALKWAY OR ALONG THE CENTERLINE OF THE BIKEWAY OR ALONG THE CENTERLINE OF THE DRIVEWAY OR ALONG THE CENTERLINE OF THE SIDEWALK OR ALONG THE CENTERLINE OF THE CURB OR ALONG THE CENTERLINE OF THE GROUND SURFACE.

BENCH MARK
Land Surveying and Mapping, Inc.
1000 N. W. 10th St., Ft. Lauderdale, FL 33304
Tel: (954) 561-1111

RECORD PLAT
ANDROS ISLE

DATE: 10/1/97
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]

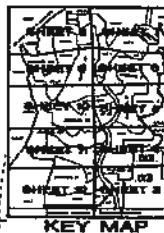
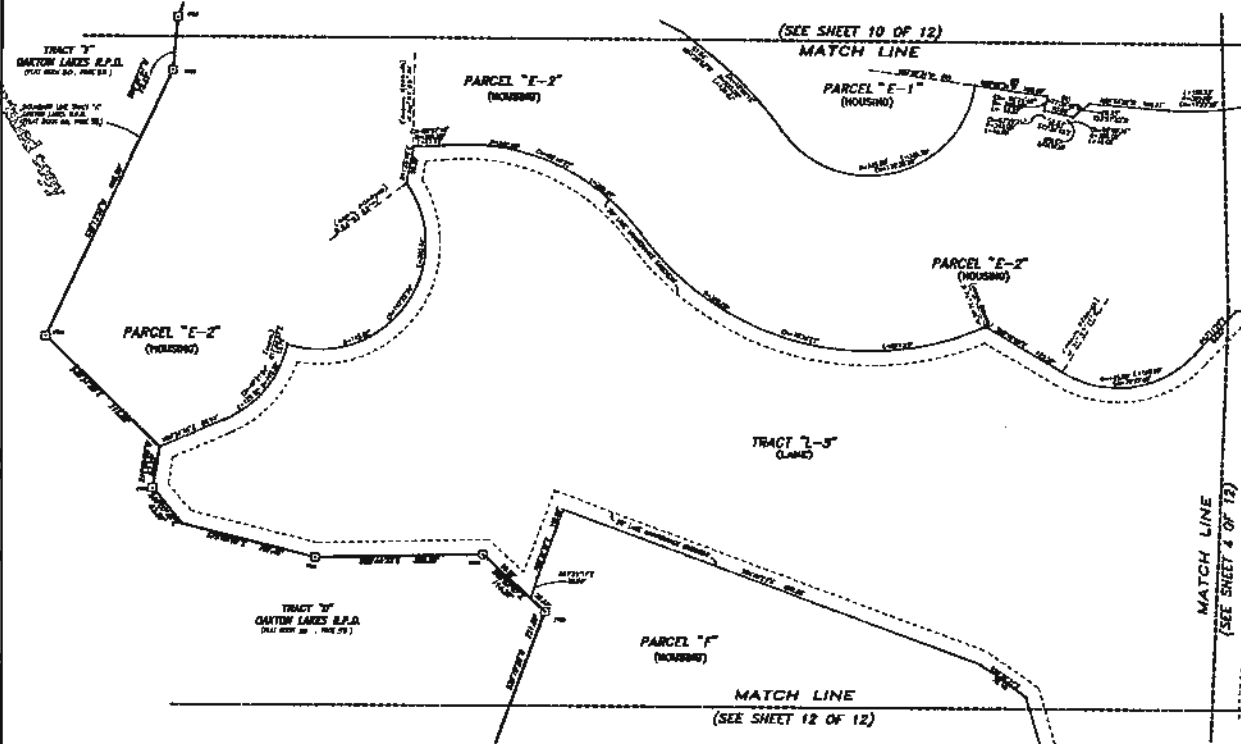
OCTOBER 1997

ANDROS ISLE

SHEET 11 of 12

97

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAY OF TRACT "A" AND TRACT "B", DAKTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 35, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - 2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.
 - 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.
 - 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.
 - 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.
 - 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.
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 - 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.
 - 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR AS SHOWN ON THIS PLAN.

BENCH MARK
 ANDROS ISLE
 RECORDED PLAT

THIS IS A REPLAY OF TRACT "A" AND TRACT "B", DAKTON LAKES R.P.D., RECORDED IN PLAT BOOK 80, PAGE 35, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

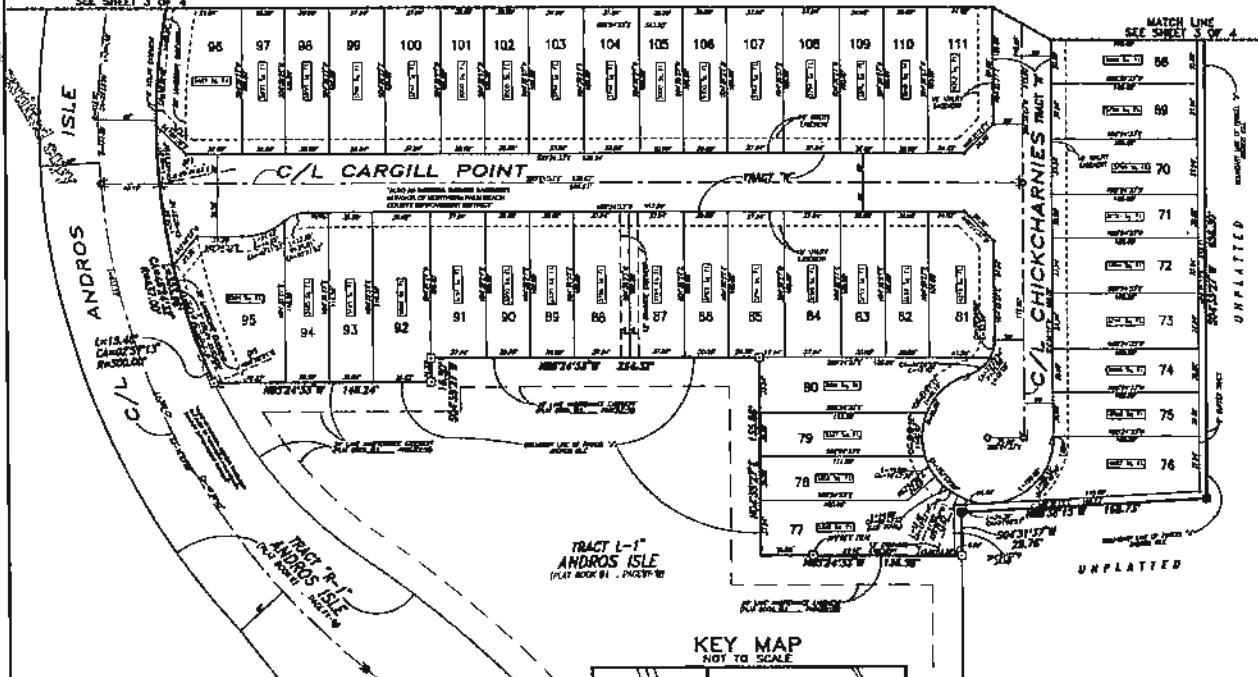
OCTOBER 1997 **ANDROS ISLE PARCEL "A"** SHEET 2 of 4

100

BEING A RE-PLAY OF PARCEL "A", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 47-76, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

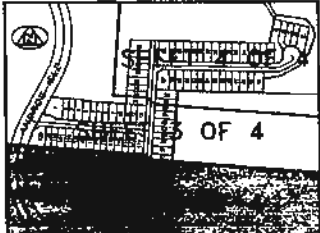
MATCH LINE
SEE SHEET 3 OF 4

MATCH LINE
SEE SHEET 3 OF 4



TRACT L-1
ANDROS ISLE
(PLAT BOOK 81, PAGE 76)

KEY MAP
NOT TO SCALE



- 1. BENCH MARK
- 2. EASEMENT FOR UTILITY LINES
- 3. EASEMENT FOR TRACT L-1
- 4. EASEMENT FOR TRACT L-2
- 5. EASEMENT FOR TRACT L-3
- 6. EASEMENT FOR TRACT L-4
- 7. EASEMENT FOR TRACT L-5
- 8. EASEMENT FOR TRACT L-6
- 9. EASEMENT FOR TRACT L-7
- 10. EASEMENT FOR TRACT L-8
- 11. EASEMENT FOR TRACT L-9
- 12. EASEMENT FOR TRACT L-10
- 13. EASEMENT FOR TRACT L-11
- 14. EASEMENT FOR TRACT L-12
- 15. EASEMENT FOR TRACT L-13
- 16. EASEMENT FOR TRACT L-14
- 17. EASEMENT FOR TRACT L-15
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- 105. EASEMENT FOR TRACT L-103
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- 107. EASEMENT FOR TRACT L-105
- 108. EASEMENT FOR TRACT L-106
- 109. EASEMENT FOR TRACT L-107
- 110. EASEMENT FOR TRACT L-108
- 111. EASEMENT FOR TRACT L-109

ANDROS ISLE PARCEL "A"

BENCH MARK

Land Surveying and Mapping, Inc.

1000 N. W. 10th St., Suite 100

West Palm Beach, FL 33411

PHONE: (561) 833-1111

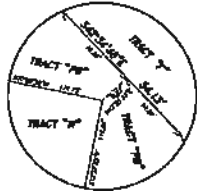
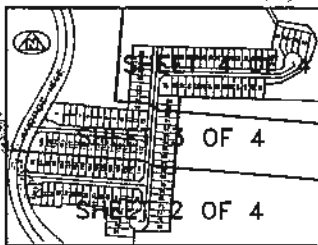
FAX: (561) 833-1112

WWW: www.land-surveying.com

OCTOBER 1997 **ANDROS ISLE PARCEL "A"** SHEET 4 of 4 **102**

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
 BEING A RE-PLAY OF PARCEL "A", ANDROS ISLE, RECORDED IN PLAT BOOK #1, PAGE #7-9, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

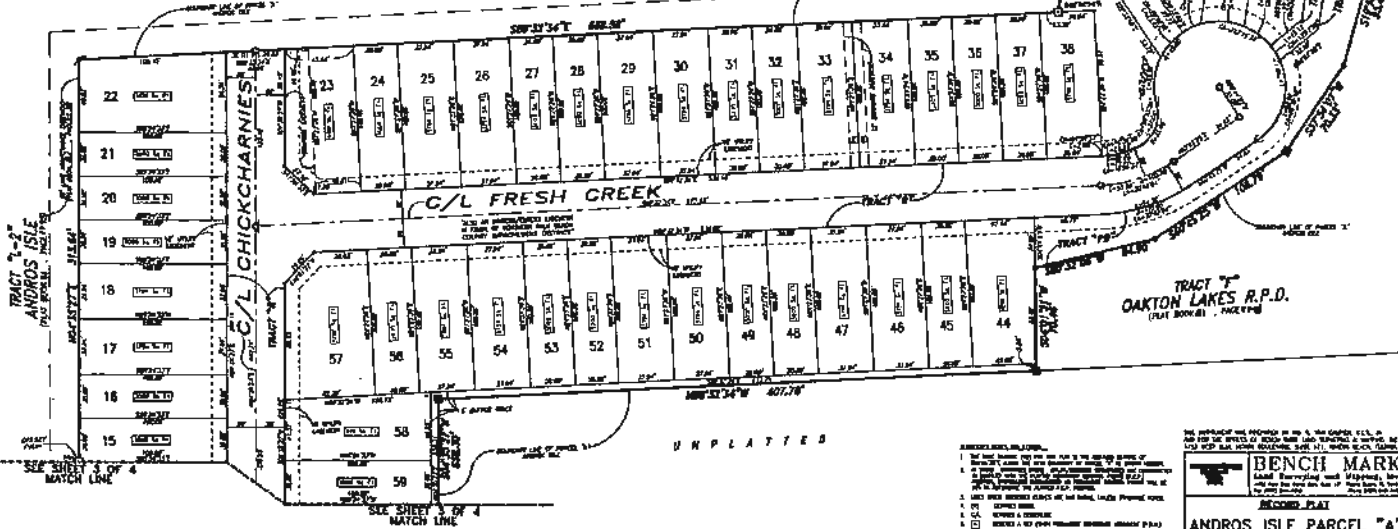
THIS IS TO BE A CONVEYANCE



TRACT "1-2"
ANDROS ISLE
(PLAT BOOK #1, PAGE #7-9)

TRACT "7"
OAKTON LAKES R.P.D.
(PLAT BOOK #1, PAGE #10)

TRACT "7"
OAKTON LAKES R.P.D.
(PLAT BOOK #1, PAGE #10)



- AMENDMENTS:**
1. THE ORIGINAL PLAN WAS FILED IN THE COUNTY CLERK'S OFFICE ON OCTOBER 1, 1997.
 2. THE ORIGINAL PLAN WAS FILED IN THE COUNTY CLERK'S OFFICE ON OCTOBER 1, 1997.
 3. THE ORIGINAL PLAN WAS FILED IN THE COUNTY CLERK'S OFFICE ON OCTOBER 1, 1997.
 4. THE ORIGINAL PLAN WAS FILED IN THE COUNTY CLERK'S OFFICE ON OCTOBER 1, 1997.
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 9. THE ORIGINAL PLAN WAS FILED IN THE COUNTY CLERK'S OFFICE ON OCTOBER 1, 1997.
 10. THE ORIGINAL PLAN WAS FILED IN THE COUNTY CLERK'S OFFICE ON OCTOBER 1, 1997.

BENCH MARK
 (PLAT BOOK #1, PAGE #10)

RECORD PLAT

ANDROS ISLE PARCEL "A"

DATE: OCTOBER 1, 1997

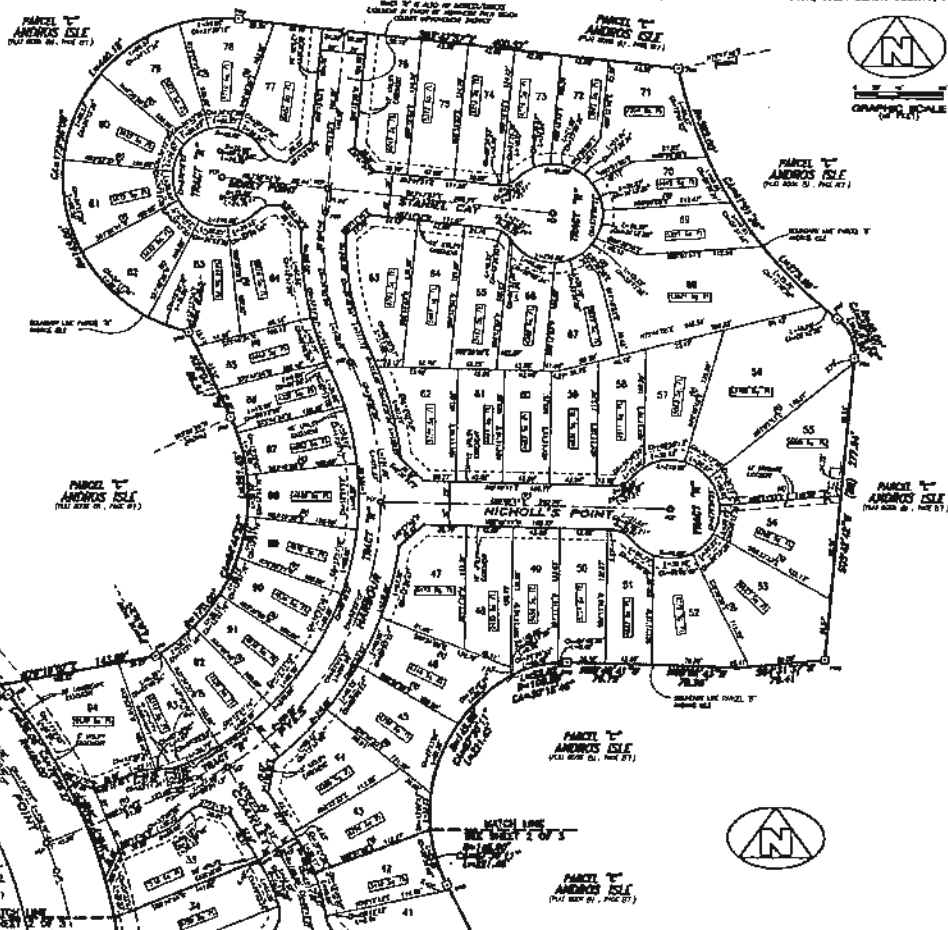
JANUARY 1998

ANDROS ISLE PARCEL "B"

SHEET 3 of 3

3

BEING A RE-PLAT OF PARCEL "A", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.



RECORDING INFORMATION

1. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

2. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

3. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

4. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

5. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

6. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

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8. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

9. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

10. THIS RE-PLAT OF PARCEL "A", ANDROS ISLE, IS RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 48 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

BENCH MARK
Level Benchmarks and Mapping, Inc.
11111 S.W. 11th St., Suite 100, West Palm Beach, FL 33411
Tel: 561-833-1111

RECORDING PLAT
ANDROS ISLE PARCEL "B"

AUGUST 2000

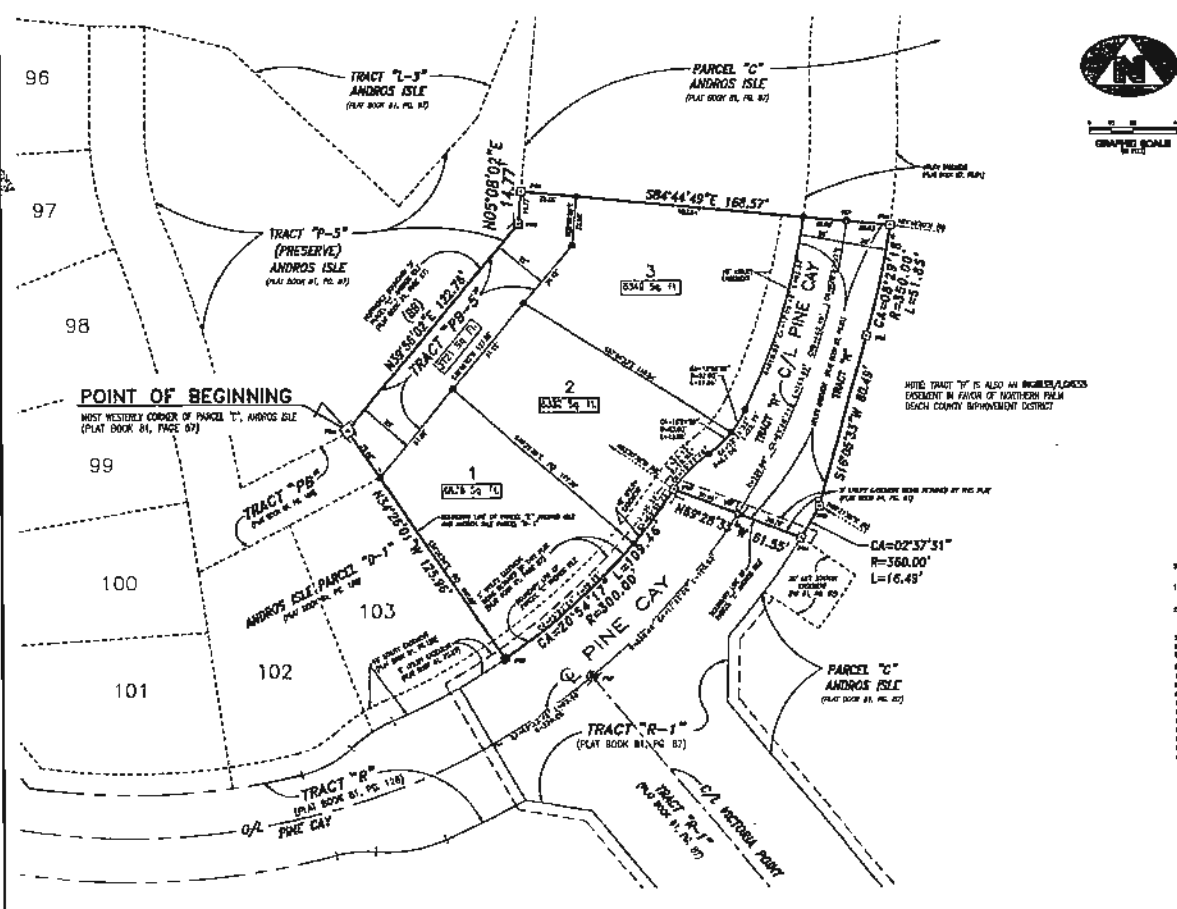
ANDROS ISLE PARCEL "C-3"

SHEET 2 of 2

147

BEING A REPEAT OF A PORTION OF PARCEL "C", ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87, AND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

THIS IS NOT A CONVEYANCE



NOTE: TRACT "P" IS ALSO AN EASEMENT/ALLODS EASEMENT IN FAVOR OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

- SYMBOLS AND NOTATION:**
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE NOTED.
 3. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.
 4. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
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 14. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 15. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 16. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 17. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 18. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 19. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
 20. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.

BENCH MARK

ANDROS ISLE
ANDROS ISLE
PARCEL "C-3"

DATE: AUGUST 2000
BY: [Name]
SCALE: 1" = 100'

JULY 2001

ANDROS ISLE PARCEL "C" PARTIAL REPLAT

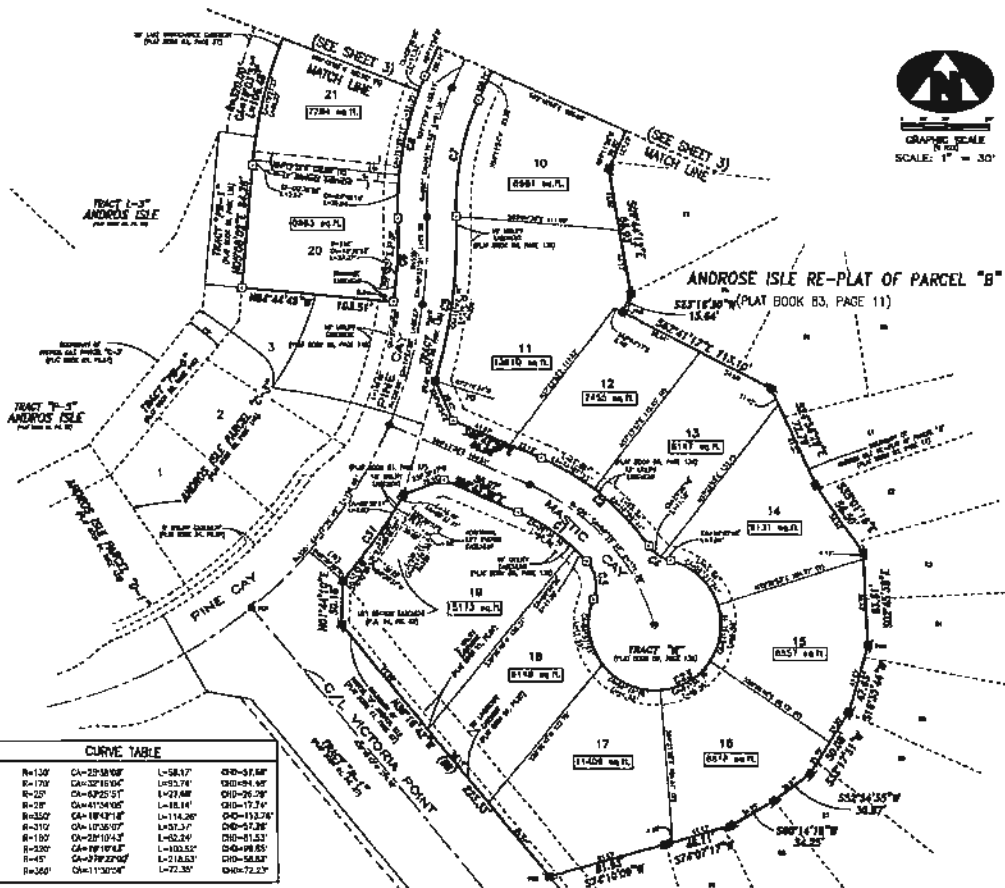
SHEET 2 of 6

2

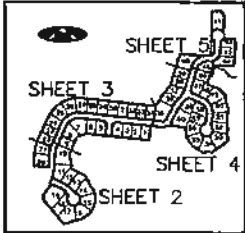
(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)

BEING A REPLAT OF LOTS 15 THROUGH 18, INCLUDING AN ANDROS ISLE PARCEL "C", RECORDED IN PLAT BOOK 83, PAGE 116, AND LYING IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 41 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

TRACT 1-3 ANDROS ISLE
TRACT 7-9 ANDROS ISLE
TRACT 10-12 ANDROS ISLE



CURVE TABLE			
C1	R=120'	CA=29°34'00"	L=58.17'
C2	R=170'	CA=32°16'00"	L=93.74'
C3	R=25'	CA=8°25'51"	L=29.88'
C4	R=28'	CA=11°04'00"	L=38.14'
C5	R=352'	CA=18°41'18"	L=114.26'
C6	R=310'	CA=17°38'57"	L=103.77'
C7	R=180'	CA=22°19'14"	L=62.24'
C8	R=200'	CA=19°18'43"	L=70.52'
C9	R=45'	CA=2°18'22"07"	L=21.83'
C10	R=260'	CA=11°30'04"	L=72.30'
C11	R=120'	CA=29°34'00"	L=58.17'
C12	R=170'	CA=32°16'00"	L=93.74'
C13	R=25'	CA=8°25'51"	L=29.88'
C14	R=28'	CA=11°04'00"	L=38.14'
C15	R=352'	CA=18°41'18"	L=114.26'
C16	R=310'	CA=17°38'57"	L=103.77'
C17	R=180'	CA=22°19'14"	L=62.24'
C18	R=200'	CA=19°18'43"	L=70.52'
C19	R=45'	CA=2°18'22"07"	L=21.83'
C20	R=260'	CA=11°30'04"	L=72.30'



- REVISIONS:**
1. AS SHOWN BY THE REVISIONS, ALL DIMENSIONS ARE TO BE TAKEN FROM THE ORIGINAL PLAT BOOK 83, PAGE 116, UNLESS OTHERWISE NOTED.
 2. IN CASE OF CONFLICT BETWEEN DIMENSIONS, THE DIMENSIONS SHOWN ON THIS PLAT SHALL CONTROL.
 3. LINES WHICH INTERSECT CURVES ARE NOT BOUND, UNLESS OTHERWISE NOTED.

- LEGEND:**
- (L) BENCHMARK
 - (C) CENTERLINE OF CURVE
 - (P) POINT OF BEGINNING
 - (E) END OF CURVE
 - (M) MIDDLE POINT OF CURVE
 - (T) TANGENT POINT
 - (S) SETBACK POINT
 - (R) RIGHT OF WAY LINE
 - (D) DRAINAGE DITCH
 - (F) FENCE
 - (W) WATERWAY
 - (P) PERMANENT POINT
 - (T) TYPICAL POINT
 - (S) SETBACK POINT
 - (R) RIGHT OF WAY LINE
 - (D) DRAINAGE DITCH
 - (F) FENCE
 - (W) WATERWAY

BENCHMARK

ANDROS ISLE
PARCEL "C" PARTIAL REPLAT

DATE: JULY 2001
DRAWN BY: [Name]
CHECKED BY: [Name]

C:\p000001\20010721\2001_0721.dwg

JULY 2001

ANDROS ISLE PARCEL "C" PARTIAL REPLAT

(A PART OF A RESIDENTIAL PLANNED DEVELOPMENT)
BEING A REPLAT OF LOTS 34 THROUGH 126, INCLUDING OF ANDROS ISLE PARCEL "C", RECORDED IN PLAT BOOK 88 PAGE 126,
AND LYING IN SECTION 24, TOWNSHIP 43 SOUTH, RANGE 42 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

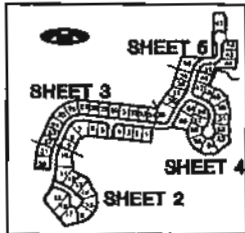
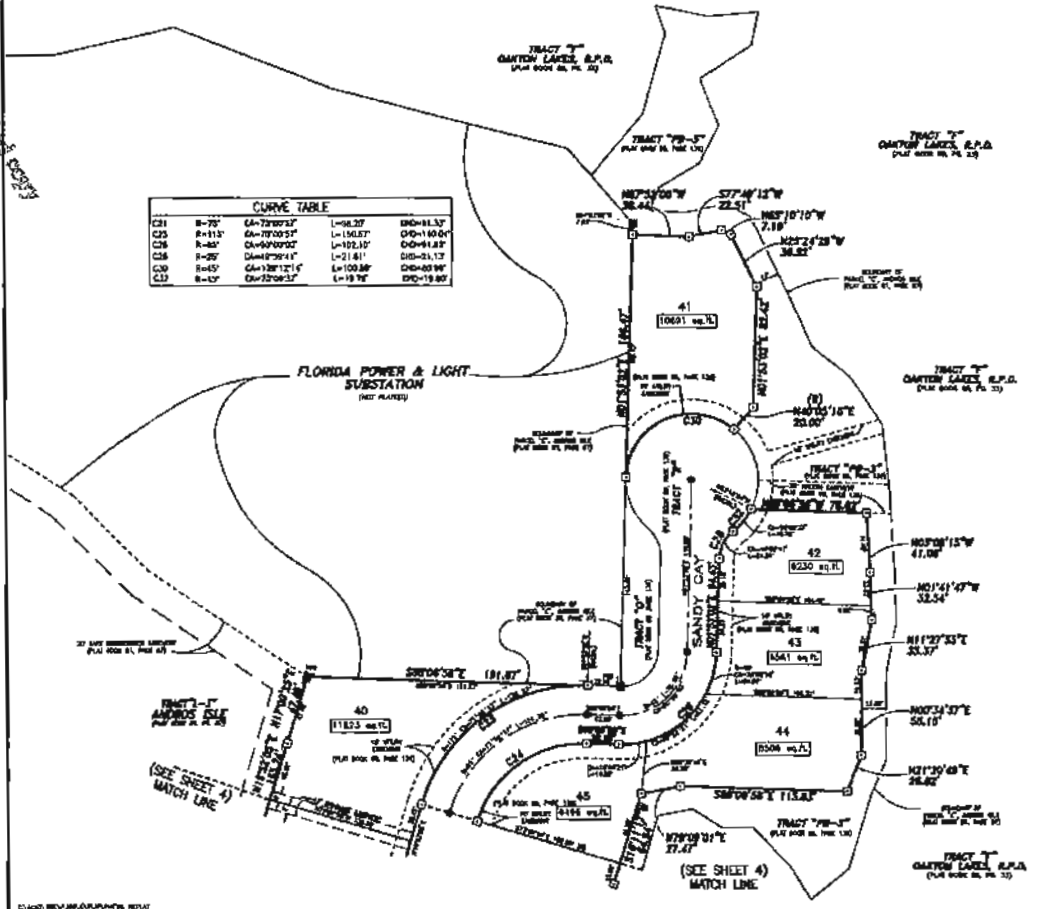
SHEET 5 of 5

3

1/2" = 1' REVISIONS & CORRECTIONS



CURVE TABLE				
C21	R=70'	CA=75°00'37"	L=94.20'	DO=44.37'
C22	R=112'	CA=70°00'34"	L=140.67'	DO=61.004'
C26	R=85'	CA=90°00'02"	L=122.12'	DO=61.82'
C28	R=29'	CA=97°39'11"	L=21.81'	DO=21.17'
C30	R=45'	CA=138°12'14"	L=100.88'	DO=50.96'
C33	R=10'	CA=12°06'37"	L=18.78'	DO=19.80'



- LEGEND:**
- DA BENCH MARK
 - EA EASEMENT
 - LA LOT
 - LS LOT SURFACE
 - LSA LOT SURFACE AREA
 - LSB LOT SURFACE BOUNDARY
 - LSL LOT SURFACE LINE
 - LSM LOT SURFACE MIDDLE
 - LSN LOT SURFACE NORTH
 - LSO LOT SURFACE SOUTH
 - LSW LOT SURFACE WEST
 - LSX LOT SURFACE EAST
 - LSY LOT SURFACE SOUTH-EAST
 - LSZ LOT SURFACE SOUTH-WEST
 - LSA LOT SURFACE AREA
 - LSB LOT SURFACE BOUNDARY
 - LSL LOT SURFACE LINE
 - LSM LOT SURFACE MIDDLE
 - LSN LOT SURFACE NORTH
 - LSO LOT SURFACE SOUTH
 - LSW LOT SURFACE WEST
 - LSX LOT SURFACE EAST
 - LSY LOT SURFACE SOUTH-EAST
 - LSZ LOT SURFACE SOUTH-WEST

BENCH MARK

RECORD PLAT

ANDROS ISLE

PARCEL "C" PARTIAL REPLAT

DATE: JULY 2001

BY: [Signature]

FOR: [Signature]