

Open Space Areas on a twenty-four (24) hour per day, three hundred sixty-five (365) days per year basis, subject only to the right of the Single Family Homeowners Association to establish rules and regulations for the maintenance and use of the Open Space Areas and the promotion of the safety of pedestrian traffic over the Open Space Areas.

Section 2. Easement for Single Family Homeowners Association. The Single Family Homeowners Association, for itself and its employees and agents, shall have a perpetual, non-exclusive easement for access to all portions of the Subject Property to the extent reasonably required for the performance of the duties of the Single Family Homeowners Association as set forth in Article IV hereof.

Section 3. No Implied Easements. Developer declares that it is not the intent of Developer nor of this Declaration to establish any implied easements whatsoever, and Developer furthermore specifically declares that it is not the intent of Developer nor of this Declaration to establish any express or implied easements for the use and enjoyment of the Undeveloped Property or any portion thereof.

Section 4. Right to Amend or Terminate. The grants of easements contained in this Article VI may only be amended or terminated with the prior written consent of all parties affected by any such termination.

ARTICLE VII

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed or other evidence of ownership of a Living Unit or a Vacant Single Family Lot, whether or not it shall be so expressed in any such deed or other evidence of ownership, shall be deemed to covenant and agree to pay to the Single Family Homeowners Association:

- (a) Annual Assessments (as said term is defined in Article VII, Section 3(b) hereof);
- (b) Special Assessments (as said term is defined in Article VII, Section 5 hereof);

such assessments to be fixed, established, levied and collected from time to time as hereinafter provided.

The Annual, Special and Additional Assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a charge

and continuing lien upon the Living Units or Vacant Single Family Lots, as the case may be, against which each such assessment is made.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Single Family Homeowners Association shall be used exclusively for the purpose of performance of the duties of and exercise of the powers of the Single Family Homeowners Association set forth in this Declaration.

Section 3. Amount and Basis of Annual Assessments.

(a) Not less than thirty (30) days prior to the commencement of each fiscal year, the directors of the Single Family Homeowners Association shall estimate the costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements, to be incurred by the S Single Family Homeowners Association during such fiscal year in the performance of the duties and exercise of the powers of the Single Family Homeowners Association set forth in this Declaration, except for the costs and expenses incurred by the Single Family Homeowners Association pursuant to Article IV, Sections 1(c) and 2, if any, of this Declaration which shall be assessed against the Owners in accordance with Article VII, Section 4 of this Declaration. The amount of the costs and expenses estimated as aforesaid shall constitute the "Annual SFOA Expense".

(b) Each Living Unit Owner and Vacant Single Family Lot Owner shall be assessed as an Annual Assessment as a percentage of the Annual SFOA Expense expressed as a fraction, the numerator of which is one (1), and the denominator of which is the total number of Living Units and Vacant Single Family Lots.

Section 4. Amount and Basis of Special Assessments.

(a) Not less than thirty (30) days prior to the commencement of each fiscal year, the directors of the Single Family Homeowners Association shall estimate the costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements, to be incurred by the Single Family Homeowners Association during such fiscal year in the performance of the duties of and exercise of the powers of the Single Family Homeowners Association set forth in Article IV, Sections

1(c) and 2, if any, of this Declaration. The amount of the costs and expenses estimated as aforesaid shall constitute the "Annual PHVU Expense".

(b) Each Patio Home Living Unit Owner and Villa Living Unit Owner shall be assessed as a Special Assessment a percentage of the Annual PHVU Expense expressed as a fraction, the numerator of which is one (1), and the denominator of which is the total number of Patio Home Living Units and Villa Living Units.

Section 5. Additional Assessments.

(a) If the Annual Assessment or Special Assessment, as the case may be, estimated at the commencement of any fiscal year shall for any reason prove to be insufficient to cover the actual expenses incurred by the Single Family Homeowners Association during such fiscal year, the Single Family Homeowners Association shall, at any time it deems necessary and proper, levy an additional assessment (the "Additional Assessment") against the Owners. Each such Owner shall pay a share of each such Additional Assessment determined in accordance with Article VII, Section 3(b) hereof as if the Additional Assessment were an Annual Assessment, except that the portion of the Additional Assessment attributable to expenses incurred by the Single Family Homeowners Association during such fiscal year in performing its duties specified in Article IV, Sections 1(c) or 2, if any, of this Declaration shall be assessed only against each Patio Home Living Unit Owner and each Villa Living Unit Owner in accordance with Article VII, Section 4(b) hereof as if the Additional Assessment were a Special Assessment.

(b) If in the performance of its duties under this Declaration, the Single Family Homeowners Association deems it appropriate, in its reasonable judgment, to incur any expense or take any action on behalf of any Living Unit Owner or Vacant Single Family Lot Owner, the Single Family Homeowners Association shall at any time have the right to levy an Additional Assessment against any such Living Unit Owner or Vacant Single Family Lot Owner for all expenses incurred or to be incurred in connection therewith.

Section 6. Payment of Assessments.

(a) Annual Assessments and Special Assessments shall be due and payable by the Owners to the Single Family Homeowners Association in equal quarterly installments, on or before the first day of each calendar quarter during the fiscal year, or in such other manner as the Single Family Homeowners Association shall designate.

(b) The date or dates upon which any Additional Assessments shall be due and payable shall be fixed in the resolution authorizing such assessment.

(c) The Single Family Homeowners Association shall upon demand at any time furnish to any Owner liable for any Annual, Special or Additional Assessment a certificate in writing signed by an officer of the Single Family Homeowners Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments; The Lien; Remedies of Single Family Homeowners Association.

(a) If any Annual, Special or Additional Assessment or any installment of either is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the portion of the Subject Property against which each such assessment is made, which shall bind such portion of the Subject Property in the hands of then then Owner, his heirs, devisees, personal representatives and assigns.

(b) If the delinquent assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law, and the Single Family Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against such Owner's portion of the Subject Property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a

reasonable attorney's fees (including, but not limited to, attorney's fees for any appellate proceedings) to be fixed by the court together with the costs of the action.

Section 8. Subordination of the Lien of Assessments to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien and operation of any mortgage which is intended to be a first lien mortgage now or hereafter placed upon any portion of the Subject Property.

Section 9. Alternative Method of Collection of Annual, Special and Additional Assessments.

(a) If any portion of the Subject Property is submitted to the provisions of the Condominium Act, the declaration of condominium submitting said portion of the Subject Property to the provisions of the Condominium Act shall provide that all portions of any Annual Assessment, Special Assessment or Additional Assessment, to the extent assessable (in accordance with Article VII hereof) against the owners of the condominium parcels in the condominium created by said declaration of condominium, shall, at the request of the Single Family Homeowners Association, be treated in all respects as a "Common Expense" (as said term is defined in Section 718.103 (7) of the Condominium Act) for such condominium to so treat any Annual Assessment, Special Assessment or Additional Assessment, the Association for such condominium shall promptly assess such Annual Assessment, Special Assessment or Additional Assessment against the owners of the condominium parcels in such condominium as a Common Expense, and shall promptly pay all amounts so collected to the Single Family Homeowners Association.

Section 10. Expenses Prior to October 1, 1987. Notwithstanding anything to the contrary contained herein, Developer shall pay all costs and expenses incurred by the Single Family Homeowners Association prior to October 1, 1987, but Developer shall not be required to establish any reserves for the Single Family Homeowners Association during or with respect to such period prior to October 1, 1987.

ARTICLE VIII

Sales of Living Units or Vacant Single Family Lots

Section 1. Right of First Refusal on Sales. Except as set forth hereinafter in this Article VIII, if any Owner desires to sell his Living Unit or Vacant Single Family Lot or any interest therein, and shall have received a bona fide offer for such sale, the Single Family Homeowners Association shall be given written notice thereof, together with an executed copy of such offer. The Single Family Homeowners Association (or its assignee) shall have the right to purchase such Living Unit or Vacant Single Family Lot or interest therein upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election is given to the Owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the Owner within fifteen (15) days following the delivery to the Single Family Homeowners Association of such notice and a copy of such offer, said time to be of the essence. In the event that the Single Family Homeowners Association (or its assignee) shall elect not to purchase the Living Unit or Vacant Single Family Lot or an interest therein pursuant to this Article VIII, Section 1, the Single Family Homeowners Association shall deliver to the Owner, within fifteen (15) day period heretofore provided, a certificate executed by the President (or Vice President) and Secretary (or Assistant Secretary) of the Single Family Homeowners Association reflecting such election, which certificate shall be in form acceptable for recording in the Public Records of Palm Beach County, Florida.

Section 2. Closing of Sale. In the event that the Single Family Homeowners Association (or its assignee) shall elect to purchase any Living Unit or Vacant Single Family Lot or any interest therein pursuant to Article VIII, Section 1 hereof, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date forty-five (45) days after the giving of notice by the Single Family Homeowners Association (or its assignee) of its election to purchase said Living Unit or Vacant Single Family Lot.

Section 3. Exemptions from Right of First Refusal. The provisions of Article VIII, Section 1 hereof shall not apply to:

(a) Any sale of a portion of the Subject Property of which Developer or any Participating Builder (selling in the ordinary course of said Participating Builder's business) is the owner; or

(b) Any transfer of any Living Unit or Vacant Single Family Lot by gift, devise or inheritance; or

(c) The sale of any Living Unit or Vacant Single Family Lot by an Owner to his spouse, his child, his parent, the parent of his spouse, his brother or sister, the brother or sister of his spouse, or the spouse of any of the foregoing; or

(d) The sale or transfer of any portion of the Subject Property pursuant to the terms and provisions of any such Option Agreement entered into by and between any such Owner and Developer in connection with the sale of such portion of the Subject Property by Developer to such Owner.

Section 4. Mortgages as Owner. In the event of any default on the part of any owner (including, without limitation, Developer or any Participating Builder) under any mortgage which is a lien upon such portion of the Subject Property, any sale of such portion of the Subject Property under foreclosure, including delivery of a deed to the mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of Article VIII, Section 3 hereof, but the purchaser (or grantee under such deed in lieu of foreclosure) of each Living Unit or Vacant Single Family Lot shall be thereupon and thereafter subject to the provisions of Article VIII, Section 1 hereof, provided that if the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the former holder of the foreclosed mortgage, the said former holder may thereafter sell the Living Unit or Vacant Single Family Lot free and clear of the provisions of Article VIII, Section 1 hereof, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

Section 5. No Waiver of Rights. The failure or refusal by the Single Family Homeowners Association to exercise its rights pursuant to Article VIII, Section 1 hereof with respect to any particular bona fide offer to purchase a particular Living Unit or Vacant Single Family Lot shall not constitute a

waiver of such right with respect to any subsequent bona fide offer to purchase the particular Living Unit or Vacant Single Family Lot or any other Living Unit or Vacant Single Family Lot.

Section 6. Failure of Owner to Comply. If any Owner attempts to sell his Living Unit or Vacant Single Family Lot without giving the Single Family Homeowners Association the notice required by Article VIII, Section 1 hereof, such attempted sale shall be void and shall confer no title or interest whatsoever upon the intended purchaser.

Section 7. Right of Association to Assign Rights. The Single Family Homeowners Association may from time to time assign its rights pursuant to Article VIII, Section 1 hereof to any individual or entity that the Single Family Homeowners Association shall select.

ARTICLE IX

General Provisions

Section 1. Right to Amend or Terminate this Declaration. Except as otherwise expressly provided to the contrary in Article III, Section 2, Article IV, Section 2, and Article VI, Section 4 of this Declaration, all or any part of this Declaration may be amended or terminated by filing of record a statement setting forth the amendment or termination signed by:

(a) Class A Members possessing at least three-fourths of the total number of votes possessed by all Class A Members, and

(b) for so long as Developer or its assignee is a Member, with respect to any amendment or termination prior to December 31, 2001, the Developer.

No mortgagee or lienholder upon all or any portion of the Properties need consent to or join in such amendment in order for the same to be effective.

Section 2. Binding Effect. The Covenants shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by the Single Family Homeowners Association, the Developer, and any Owner, or their respective legal representatives, heirs, successors and assigns, provided that neither Developer nor any Owner or other person or entity shall have any personal liability under or in connection with this Declaration, it being intended that all liabilities under this Declaration

shall be enforceable only out of an owner's interest in the Subject Property or in any improvements now or hereafter constructed upon the Subject Property.

Section 3. Notices. Any notice required to be sent to the Developer, any Owner or Member of the Single Family Homeowners Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Developer and person who appears as a Member or Owner on the records of the Single Family Homeowners Association at the time of such mailing.

Section 4. Enforcement. Enforcement of the Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Living Unit and Vacant Single Family Lot to enforce any lien created by this Declaration. Failure by the Single Family Homeowners Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No Owner shall have the right to enforce the Covenants as aforesaid, unless it shall first have given written notice to the Single Family Homeowners Association of the alleged violation of the Covenants, together with all material necessary to support such allegations and, within a reasonable period of time thereafter, the Single Family Homeowners Association fails to bring a proceeding at law or equity to enforce the Covenants.

Section 5. Litigation. No judicial, arbitral or administrative proceeding shall be commenced or prosecuted by the Single Family Homeowners Association unless the same is approved by a vote of seventy-five percent (75%) of the total number of votes entitled to be cast by all Members. This Section shall not apply, however, to (i) actions brought by the Single Family Homeowners Association to enforce the provisions of this Declaration (including, without limitation) the foreclosure of liens), (ii) proceedings involving challenges to ad valorem taxation, or (iii) counterclaims brought by the Single Family Homeowners Association in proceedings instituted against it.

Section 6. Construction. The Single Family Homeowners Association shall have the right to construe and interpret the provisions of this Declaration, and in the absence of any adjudication by a

court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Section 7. Severability. Invalidation of any one of the Covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8. Subordination to Master Declaration. This Declaration and the covenants, restrictions, easements, charges and liens set forth herein shall be subject and subordinate to the Master Declaration and the covenants, restrictions, easements, charges and liens set forth therein and in any amendments or supplements thereto and the covenants, restrictions, easements, charges and liens set forth in the Master Declaration and any amendment or supplement thereto shall prevail over and control any such covenants, restrictions, easements, charges and liens set forth in this Declaration and any amendment or supplement hereto. In amplification of the foregoing, the duties and powers of the Master Property Owners Association, including the rules and regulations promulgated by the Master Property Owners Association and the Architectural and Design Review Committee of the Master Property Owners Association shall control over and supercede any duties and powers, and the rules and regulations, of the Single Family Homeowners Association.

IN WITNESS WHEREOF, the said ADMIRAL'S COVE ASSOCIATES, LTD. has caused this Declaration to be duly executed the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES, a Florida partnership – General Partner

By: Admiral's Cove, Inc.- General Partner

By: (signature) President
Attest: (signature) Secretary
(Corporate Seal)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
(signature)
(signature)

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and William Frankel to me well known to be the persons described in an who executed the foregoing instrument as President and Secretary, respectively, of ADMIRAL'S COVE, INC. a Florida corporation, the said ADMIRAL'S COVE, INC. being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, on behalf of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 27 day of October, 1986.

(signature) (SEAL)
Notary Public

My commission expires:
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 23,1987

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, and intending to be legally bound hereby, ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this Declaration.

IN WITNESS WHEREOF, ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its Corporate Seal affixed and attested by its Secretary, this 27 day of October, 1986.

ADMIRAL'S COVE SINGLE FAMILY HOMEOWNER'S ASSOCIATION, INC.

By: (signature)

Its President

Attest: (signature)

Its Secretary

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(1) (signature)

(2) (signature)

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared, Jack Makransky and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said Corporation, and that the seal was affixed to said instrument and it is the true corporate seal of the Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 27 day of October, 1986.

(signature)
Notary Public
(SEAL)

My commission expires:
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 23, 1987

LEGAL DESCRIPTION FOR
SINGLE FAMILY PROPERTY

Lots 1 through 171, inclusive Lot 171-A, Lots 172 through 175, inclusive, and Lots 185 through 230, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141, of the Public Records of Palm Beach County, Florida.

EXHIBIT NO. "1"
Page 1 of 1

LEGAL DESCRIPTION FOR
ADMIRAL'S COVE DEVELOPMENT

Parcel of land lying in Sections 7, 17 & 18, Township 41 South Range 43[] Palm Beach County, Florida and being more particularly described as follows:

Commencing at the South[] Corner of [] Section 18; Thence, North 01°04'10" East, along the East Line of said Section 18, a distance of 67.47 feet for a point of beginning (P.O.B.), said point being on the Northerly curved right of way line of Frederick Small Road as recorded in the Official Records Book 4594, Page 1141 [] Records Palm Beach County, Florida, said curve having a radius of 2231.83 feet and whose radius point bears North 03°40'18" West.

Thence, Westerly, along said curve, and along said Northerly right-of-way line of said Frederick Small Road, through a [] angle of 04°41'21", a distance of [] feet to the point of []; Thence, North [] West, continuing along said Northerly right-of-way line of Frederick Small Road, and along a line [] feet North as measured at right angles to the South line of the Southeast One-Quarter of said Section 18, a distance of 2481.74 feet to the intersection [] with the West Line of the Southeast One-Quarter of said Section; Thence, North []01'30" West, continuing along said Northerly right-of-way line of Frederick Small Road, and continuing along a line 60.00 feet North [] as measured at right angles to the South line of the Southwest One-Quarter of said Section 18, a distance of [] feet to the intersection thereof with the Easterly right-of-way line of Alternate A-1-A [] as recorded in Official Records Book [] Page 1301, Public Records, Palm Beach County, Florida; Thence, North 01°19'24" East, along said East right-of-way line of Alternate A-1-A a distance of [] feet to the intersection thereof with the North Line of said Section 18; Thence North 01°19'24" East, continuing along said East right-of-way line of Alternate A-1-A, a distance of 739.39 feet to the intersection thereof with the South Line of the South 510.00 feet of the North 570.00 feet of the West [] feet of the Southwest One-Quarter of the Southwest One-Quarter of [] Section 7; Thence, South 88°43'01" East, along the South Line of the South 510.00 feet of [] 570.00 feet of the West 560.00 feet of the Southwest One-Quarter of the Southwest One-Quarter of said Section 7, a distance of 445.08 feet to the intersection thereof with the with the East Line of the West 560.00 feet of the Southwest One-Quarter of the Southwest One-Quarter of said Section 7; thence [] 01°21'11" East, along the East Line of the West 560.00 feet of the Southwest One-Quarter of the Southwest One-Quarter of said Section 7, a distance of 51000 feet to the intersection thereof with the North Line of the South 510.00 feet of the North 570.00 feet of the West 560.00 feet of the Southwest One-Quarter of the Southwest One-Quarter of said Section 7, Thence, North 88°45'01" West, along the North Line of the South 510.00 feet of the North 570.00 feet of [] 560.00 feet of the Southwest One-Quarter of the Southwest One-Quarter of said Section 7, a distance of 443.33 feet to the intersection thereof with said [] right-of-way of Alternate A-1-A; Thence, North 01°19'19" East, along said Easterly right-of-way of Alternate A-1-A, a distance of 60.00 feet to the intersection thereof with the North Line of the Southwest One-Quarter of the Southwest One-Quarter of said Section 7; Thence South 88°45'01" East, along the North Line of the South One-Half of the Southwest One-Quarter of said Section 7, a distance of [] feet to the Northwest Corner of Government Lot 5 of said Section 7; thence, [] South 88°45'01" East, along the North Line of said Government Lot 5, a distance of 1647.29 feet, more or less, to the East Line of Said Government Lot 5; said East Line being the U.S. Government [] Line of 1855 as adjusted in 1924; Thence South 21°30'23" East, along said East Line of Government Lot 5, a distance of 450.32 feet, more or less; Thence, South 07°30'23" East, continuing along said East Line of Government Lot 5, a distance of 475.94 feet, more or less, to a point on the Westerly right-of-way line of the Intracoastal Waterway, according to the Plat thereof, as recorded in Plat Book 17, Pages [] through 25, inclusive, Public Records, Palm Beach County, Florida; Thence, South 02°19'34" West, along said Westerly right-of-way line of the Intracoastal Waterway, a distance of [] feet; Thence, South 25°16'06" East, continuing along said Westerly right-of-

way line, a distance of 1364.09 feet; Thence, South [] East, continuing along said Westerly right-of-way line, a distance of 158.11 feet, more or less, to the intersection thereof with the East Line of said Section 18; Thence, South 00°17'06" East, along said East Line of Section 18, a distance of 37.25 feet, more or less to the Northwest Corner of the Southwest One-Quarter of said Section 17, Thence, South 88°32'11" East, along the North Line of said Southwest One-Quarter of Section 17, a distance of 39.74 feet, more or less, to the intersection thereof with said Westerly right-of-way line of the Intracoastal Waterway; Thence, South 34°28'48" East, along said Westerly right-of-way for a distance of 659.75 feet, more or less, to the intersection thereof with the North Line of a parcel of land described in [] Book 1074, Pate 276, Public Records, Palm Beach County, Florida; Thence, South 85°51'29" West, along the North Line of said parcel of land, a distance of 423.56 feet, more or less, to a [] in the curved Easterly right-of-way line of Palmwood Road, as recorded in Deed Book 1036, Pages 97 and 98, Public Records, Palm Beach County, Florida, [] a radius of 1950.08 feet and [] radius point bears South 60°09'58" West, Thence, Northwesterly, along said curve, through a central angle of []04'10", a distance of 2.36 feet, more or less, to appoint of compound curvature of a curve, [] Southeasterly, having a radius of 6000 feet and when radius point bears South 60°05'18" West, Thence, Northwesterly, Southwesterly and Southeasterly, along said curve, through a [] angle of 236°56'05" distance of 248.12 feet to a point of reverse curvature of a curve, concave Southwesterly, having a radius of 25.00 feet; Thence, Southeasterly, along said curve through a central angle of 59°08'30", a distance of 25.81 feet to a point of compound curvature of a curve, concave Southwesterly, having a radius of 1870 [] Thence, Southeasterly, along said curve, through a central angle of 02°09'01", a distance of 70.19 feet to the intersection thereof with the West line of said Section 17; Thence, continuing along said curve, through a central angle of 16°40'07", a distance of 544.05 feet, more or less, to the end of said curve. Thence, North 88°12'03" West, [] to the aforedescribed curve, a distance of 170.10 feet to the intersection thereof with said East Line of Section 18. Thence, South 01°04'10" West, along said East Line of Section 18, a distance of 1340.68 feet to the point of beginning (P.O.B.)

Containing 727.8 Acres, More or less

ALSO BEING DESCRIBED AS all that certain land as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141, of the Public Records of Palm Beach County, Florida.

Subject to easements, reservations, restrictions and rights of way of the Public Records of Palm Beach County, Florida.

EXHIBIT NO. "2"
Page 1 of 1

LEGAL DESCRIPTION FOR
MODEL CENTER AREA

A PARCEL OF LAND LYING IN SECTION, 18 TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION; THENCE, NORTH 01 26' 39" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 790.25 FEET; THENCE, SOUTH 88 33'21" EAST, A DISTANCE OF 2181.38 FEET; TO THE POINT OF BEGINNING;

THENCE, NORTH 58 26'00" EAST, A DISTANCE OF 110.00 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 149 09'00" A DISTANCE OF 130.16 FEET TO THE END OF SAID CURVE; THENCE, NORTH 17 32'05" EAST, A DISTANCE OF 68.60 FEET; THENCE, NORTH 49 02'05" EAST, A DISTANCE OF 132.85 FEET; THENCE, SOUTH 41 30'06" EAST, A DISTANCE OF 24.50 FEET; THENCE, SOUTH 36 33'41" EAST, A DISTANCE OF 106.15 FEET; THENCE, SOUTH 21 16'24" EAST, A DISTANCE OF 72.56 FEET; THENCE, SOUTH 00 47'12" WEST, A DISTANCE OF 68.81 FEET; THENCE, SOUTH 25 19'01" WEST, A DISTANCE OF 75.88 FEET; THENCE, SOUTH 47 53'53" WEST, A DISTANCE OF 68.96 FEET; THENCE, SOUTH 55 28'30" WEST, A DISTANCE OF 104.45 FEET; THENCE, SOUTH 61 30'19" WEST, A DISTANCE OF 105.93 FEET; THENCE, SOUTH 57 29'43" WEST, A DISTANCE OF 103.86 FEET; THENCE, SOUTH 57 46'53" WEST, A DISTANCE OF 2.37 FEET; THENCE, SOUTH 59 01'56" WEST, A DISTANCE OF 80.00 FEET; THENCE, SOUTH 46 45'16" WEST, A DISTANCE OF 37.97 FEET; THENCE, SOUTH 56 52'47" WEST, A DISTANCE OF 83.04 FEET; THENCE, SOUTH 58 24'42" WEST, A DISTANCE OF 59.82 FEET; THENCE, NORTH 31 34'00" WEST, A DISTANCE OF 166.20 FEET; TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 875.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 35 08'37" WEST; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 19'50" A DISTANCE OF 81.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 675.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 48'54" A DISTANCE OF 209.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 875.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 54'27" A DISTANCE OF 136.03 FEET TO THE POINT OF TANGENCY AND TO THE POINT OF BEGINNING.

CONTAINING 3.2378 ACRES MORE OR LESS

ALSO BEING DESCRIBED AS Lots 176 through 184, inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141, of the Public Records of Palm Beach County, Florida.

EXHIBIT NO. "3"

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS FIRST AMENDMENT, made as of the 10th day of June, 1988, by ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Admiral's Cove Associates, Ltd., a Florida limited partnership (hereinafter referred to as the "Developer") caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in the Public Records of Palm Beach County, Florida, in an Official Records Book 5052, page 1103 (the "Single Family Declaration");

WHEREAS, the Single Family Declaration may be amended in accordance with Article IX, Section 1 of the Single Family Declaration by filing of record a statement setting forth the amendment which is signed by the Developer and by Class A Members, as said term is defined in the Single Family Declaration possessing at least three-fourths of the total number of votes possessed by all Class A Members;

WHEREAS, the Association and the Developer desire to amend certain terms and conditions of the Single Family Declaration, and the requisite number of the Class A Members of the Association have approved the terms of this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which his hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto hereby acknowledge and agree that the above facts are true and correct.

2. Article V, Section 2(a) of the Single Family Declaration is hereby amended to state in its entirety as follows:

"(a) No pets other than: one (1) dog, not exceeding an adult weight of seventy-five (75) pounds or two (2) dogs, not exceeding a combined total adult weight of seventy-five (75) pounds, two (2) cats, fish capable of being kept in indoor aquariums, and domesticated birds may be kept in any Living Unit."

3. Article IX, Section 1 is hereby amended to state in its entirety as follows:

Section 1. Right to Amend or Terminate this Declaration.

Except as otherwise expressly provided to the contrary in Article III, Section 2, Article IV, Section 2, and Article VI, Section 4 of this Declaration, all or any part of this Declaration may be amended or terminated by filing of record a statement setting forth the amendment or termination signed by:

- (a) The President or Vice President of the Single Family Homeowners Association on behalf of and evidencing the approval of Class A Members possessing at least three-fourths of the total number of votes possessed by all Class A Members, and
- (b) for so long as Developer or its assignee is a Member, with respect to any amendment or termination prior to December 21, 2001, the Developer.

No mortgagee or lienholder upon all or any portion of the Properties need consent to or join in such amendment in order for the same to be effective.

4. Except as otherwise expressly set forth herein, the terms and conditions of the Single Family Declaration are hereby reaffirmed and approved.

5. This Amendment has been approved in writing by at least 3/4ths of the total number of votes possessed by all Class A Members of Admiral's Cove Single Family Homeowners Association, Inc., which written approvals and joinders are on file at the office of the Association.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

By: (signature)
Pres.

Attest: (signature)
Secty

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Jack Makransky and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they severally acknowledged before me that they executed such instrument as such officers of said Corporation, and that the seal was affixed to said instrument and it is the true corporate seal of the Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS, my hand and official seal at the County and State aforesaid, this 10 day of June, 1988.

(signature)

Notary Public

My commission expires:

□

The undersigned, constituting the "Developer" pursuant to that certain Declaration of Covenants, Restrictions and Easements of Admiral's Cove, by its signature below, hereby approves and joins in the execution of this First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, attached hereto as of the 10 day of June, 1988.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
Pres.

Attest: (signature)
Asst. Sc

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Asst. Secty. , respectively, of ADMIRAL'S COVE, INC., a Florida Corporation, the said ADMIRAL'S COVE, INC. being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 10 day of June, 1988.

(signature) (SEAL)

Notary Public

My commission expires:

□

SUPPLEMENTARY DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 8th day of September, 1987, by ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Admiral's Cove Associates, Ltd., a Florida limited partnership (hereinafter referred to as the "Developer") caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 5052, page 1103, (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS, the Developer desires to subject additional property including the model center area as such term is defined in the Single Family Declaration to the terms and provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.
2. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached as Exhibit "A" and made a part hereof.
3. Article I, Section 1 (1) is hereby amended to state in its entirety as follows:

(1) "Patio Home Living Unit" shall mean and refer to a completely detached Residential Building which is designed and intended for use and occupancy as a residence by a single family, and which (i) is located on any of Lots 185 through and including 235 of the Single Family Property according to that certain Record Plat of the Development recorded in Plat Book 54, Page 141, as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, of the Public Records of Palm Beach County, Florida (the "Record Plat") or (ii) is located in any portion of the Subject Property other than the Single Family Property and is designated as a Patio Home Living Unit by Developer according to any Supplementary Declaration (as said term is hereinafter defined).

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
President

Attest: (signature)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Asst Secretary, respectively, of ADMIRAL'S COVE, INC., a Florida Corporation, the said ADMIRAL'S COVE, INC. being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 28 day of August, 1987.

(signature) (SEAL)

Notary Public

Legal Description of Single Family Property

Lots 1, through 171 inclusive, Lot 171A, Lots 172, through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, all in the Public Records of Palm Beach County, Florida.

SUPPLEMENTARY DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

SUPPLEMENT NO. 2

THIS SUPPLEMENTARY DECLARATION, made as of the 8th day of December, 1987, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 5052, page 1103, Supplemented by Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420 Page 1314, in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS , the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.
2. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF , the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL 'S COVE ASSOCIATES , LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES General Partner

By: Admiral's Cove, Inc. –
General Partner
By: (signature)
President

STATE OF PENNA.

COUNTY OF PHILA.

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel, to me well known to be the person described in and who executed the foregoing instrument as President, of ADMIRAL'S COVE, INC., a Florida corporation, the said ADMIRAL'S COVE , INC. , being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE I ASSOCIATES , LTD., a Florida limited partnership, and he acknowledged before me that he executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership;

WITNESS my hand and official seal at the County and State aforesaid, this 8 day of December, 1987.

(signature)

Notary Public

Legal Description of Single Family Property

Lots 1, through 171 inclusive, Lot 171A, Lots 172, through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. and Lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq. all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 3 TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 3rd day of November, 1988, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103, and Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, Page 1314, and Supplement No. 2 recorded in Official Records Book 5509, Page 104, and First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS, the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration, and to add and modify certain of the provisions of such Declaration to reflect the somewhat different character of the property being added by this Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.

2. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

3. ARTICLE X is hereby added to provide the following:

ARTICLE X

Party Walls

Section 1. General: Each wall built as a part of the construction of a Villa Living Unit and placed on the property boundary line between such units (or intended to have been placed thereon as shown by the plans and specifications therefore) shall constitute a party wall, and each Villa Living Unit Owner shall own to the centerline of the wall, with a cross-easement of support as to the other portion of said wall. In the event that such party wall or portion thereof falls outside of the property boundary line between two Villa Living Units, there shall exist a perpetual easement for such wall for the benefit of the Villa Living Unit Owner of the adjoining Villa Living Unit, which easement shall run with the land.

Section 2. Sharing of Repair, Maintenance and Replacement: The costs and expenses of maintenance, repair, and replacement of a party wall (except surface decorations including but not limited to paint and wall coverings), shall be shared equally by the Villa Living Unit Owners of the Villa Living Units sharing such party wall, except as otherwise provided herein.

Section 3. Destruction or Damage by Fire, Other Casualty, Negligence or Willful Misconduct: In the event of damage to or destruction of a party wall from any cause whatsoever, other than the negligence or willful misconduct of either of the Villa Living Unit Owners of the Villa Living Units sharing such party wall (or of a person for whom either Villa Living Unit Owner is responsible), the Villa Living Unit Owners of

the Villa Living Units sharing such party wall shall, at their joint expense, repair or rebuild said party wall substantially in accordance with the original plans and specifications for said wall and each such Villa Living Unit Owner, its successors and assigns, shall have the right to full use as herein provided of said party wall no repaired or rebuilt. In the event of damage to or destruction of a party wall as a result of the negligence or willful misconduct of either of the Villa Living Unit Owners of the Villa Living Units sharing such party wall (or of a person for whom either Villa Living Unit Owner is responsible), such Villa Living Unit Owner shall bear the entire cost of repair of reconstruction.

Section 4. Lien Rights: If a Villa Living Unit Owner shall refuse to pay his or her share of his or her obligations hereunder, the adjoining Villa Living Unit Owner may have such party wall maintained, repaired or reconstructed substantially in accordance with the original plans and specifications for the party wall and shall be entitled to a lien against the Villa Living Unit of the Villa Living Unit Owner in default hereunder, with such lien being in the amount of such defaulting Villa Living Unit Owner's share of the maintenance, repair or replacement costs and the costs of collecting same, including reasonable attorney's fees and court costs.

Section 5. Easement for Repairs: In the event maintenance, repair or reconstruction of a party wall shall be necessary, each Villa Living Unit Owner hereby grants an easement over and upon his Villa Living Unit to the extent necessary to carry out such maintenance, repair and reconstruction, and all entries on or upon such Villa Living Unit in connection with such maintenance, repair or reconstruction, shall not be deemed a trespass.

Section 6. Right to Contribution Runs with Land: The right of any Villa Living Unit Owner to contribution from any other Villa Living Unit Owner under this

Article shall be appurtenant to the land and shall pass to such Villa Living Unit Owner's successors and assigns.

Section 7. Use of Party Wall: Subject to the terms herein, each Villa Living Unit Owner shall have the full use of the party wall, subject to the limitation that such use shall not infringe on the rights of the adjoining Villa Living Unit Owner or his or her enjoyment of the party wall or in any manner impair the value of said party walls. Every Villa Living Unit Owner making use of a party wall, shall do so in such a manner as to preserve all rights of the adjoining Villa Living Unit Owner in such party wall including all rights and easements for support, and shall save such adjoining Villa Unit Owner harmless from all damage caused thereby. A Villa Living Unit Owner shall not cut openings in the party wall nor make any improvements, alterations, additions, or structural changes in the party wall without the written consent of the adjoining Villa Living Unit Owner. Each party wall shall remain a party wall for the perpetual use, benefit and enjoyment of the adjoining Villa Living Unit Owners, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: Admiral's Cove, Inc.
General Partner

By: (signature)
President
Attest: (signature)
Asst Secty

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Asst. Secty, respectively, of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 3rd day of November, 1988.

(signature) (SEAL)
Notary Public

REVISED EXHIBIT NO. 1

Legal Description of Single Family Property

Lots 1, through 171 inclusive, Lot 171A, Lots 172 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. and lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq. and Lots 401 to 434 inclusive as shown on that certain Plat of Parcel "D" of Admiral's Cove recorded in Plat Book 61, page 84 et seq. all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 4 TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

SUPPLEMENTARY DECLARATION, made as of the 8th day of February, 1989, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103, and Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, Page 1314, and Supplement No. 2 recorded in Official Records Book 5509, Page 104, Supplement No. 3 recorded in Official Record Book 5865, Page 1876, First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS, the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.
2. Article I, Section 1 (1) is hereby amended to state in its entirety as follows:

(1) "Patio Home Living Unit" shall mean and refer to a completely detached Residential Building which is designed and intended for use and occupancy as a residence by a single family, and which (i) is located on any of lots 185 through and including 235 of the Single Family Property according to that certain Record Plat of the Development recorded in Plat Book 54, Page 141 inclusive as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158 inclusive, together with lots 409 through and including 416 and lots 433 and 434 according to the Plat of Parcel "B" recorded in Plat Book 61, page 84 inclusive as amended by a replat to be recorded, together with lots 501 through and including 519 according to the Plot of a portion of Parcel "E" recorded in Plat Book ____, Page ____ all in the Public Records of Palm Beach County, Florida (the "Record Plat") (ii) is located in any portion of the Subject Property other than the Single Family Property and is designated as a Patio Home Living Unit by Developer according to any Supplementary Declaration (as said term is hereinafter defined).

3. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
President
Attest: (signature)
Asst Secty

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Asst. Secty, respectively, of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 24 day of January, 1987.

(signature) (SEAL)
Notary Public

REVISED EXHIBIT NO. 1

Legal Description of Single Family Property

Lots 1, through 171 inclusive, Lot 171A, Lots 172 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. and lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq., Lots 401 to 434 inclusive as shown on that certain Plat of Parcel "B" of Admiral's Cove recorded in Plat Book 61, Page 84, et seq. as amended in a replat to be recorded, and lots 501 to 567 inclusive as shown on that certain Plat of Parcel "E" of Admiral's Cove recorded in Plat Book 62 Page 1 et seq. all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 5 TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 6 day of July, 1989, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103, and Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, Page 1314, and Supplement No. 2 recorded in Official Records Book 5509, Page 104, Supplement No. 3 recorded in Official Record Book 5865, Page 1876, Supplement No. 4 recorded in Official Record Book 5962, Page 191, and First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admirals Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS, the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby I acknowledged, the parties hereto hereby agreed as follows:

its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,

a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
President

Attest: (signature)
Asst Secty

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Asst. Secty, respectively, of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 6th day of July, 1989.

(signature) (SEAL)
Notary Public

1. The above facts are true and correct.
2. Article I, Section 1 (1) is hereby amended to state in its entirety as follows:

(1) "Patio Home Living Unit" shall mean and refer to a complete detached Residential Building which is designed and intended for use and occupancy as a residence by a single family, and which (i) is located on any of Lots 180, 181 and 185 through and including 235 of the Single Family Property according to that certain Record Plat of the Development recorded in Plat Book 54, Page 141 inclusive as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158 inclusive, together with lots 407 through and including 412, 414, 415, 416, 418 and lots 433 and 434 according to the Plat of Parcel "B" recorded in Plat Book 61, Page 84 inclusive as amended by the Replat of Parcel "B" recorded in Plat Book 63, Page 47, together with Lots 501 through and including 519 according to the Plat of Parcel "E" recorded in Plat Book 62, Page 1, all in the Public Records of Palm Beach County, Florida (the "Record Plat") (ii) is located in any portion of the Subject Property other than the Single Family Property and is designed as a Patio Home Living Unit by Developer according to any Supplementary Declaration (as said term is hereinafter defined).

3. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

4. The Legal Description for the Model Center Area attached as Exhibit No. "3" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 3" attached hereto as Exhibit "B" and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set

REVISED EXHIBIT NO. "1"

Legal Description of Single Family Property

Lots 1, through 171 inclusive, Lot 171A, Lot 185 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. as amended by Admiral's Cove Plat 3 recorded in Plat Book 61, Page 83, and Lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq., Lots 401 to 434 inclusive as shown on that certain Plat of Parcel "B" of Admiral's Cove recorded in Plat Book 61, Page 84, et seq. as amended in the Replat of Parcel "B" recorded in Plat Book 63 Page 47, and Lots 501 to 567 inclusive as shown on that certain Plat of Parcel "E" of Admiral's Cove recorded in Plat Book 62, Page 1 et seq. all in the Public Records of Palm Beach County, Florida.

REVISED EXHIBIT NO. 3

Legal Description for Model Center Area

Lots 172A, 172B, 173A, 173B, 174A, 174B and 176 through and including 184 as shown on that certain Record Plat of Admiral's Cove recorded in Plat Book 54, Page 141 as amended by Admiral's Cove Plat 3 recorded in Plat Book 61, Page 83, all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 6 TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 18 day of July, 1989, by ADMIRAL'S COVE ASSOCIATES, LTD. a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103, and Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, Page 1314, and Supplement No. 2 recorded in Official Records Book 5509, Page 104, Supplement No. 3 recorded in Official Record I Book 5865, Page 1876, Supplement No. 4 recorded in Official Record Book 5962, Page 191, Supplement No. 5 recorded in Official Record Book 6129, Page 305, and First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admirals Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS , the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.

2. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
President
Attest: (signature)
Asst Secty

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Assistant Secretary, respectively, of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 18 day of July, 1989.

(signature) (SEAL)
Notary Public

REVISED EXHIBIT NO. "1"

Legal Description of Single Family Property

Lots 1, through 171 inclusive, Lot 171A, Lots 185 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. as amended by Admiral's Cove Plat 3 recorded in Plat Book 61, Page 83, and Lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq. Lots 401 to 434 inclusive as shown on that certain Plat of Parcel "B" of Admiral's Cove recorded in Plat Book 61, Page 84, et seq. as amended in the Replat of Parcel "B" recorded in Plat Book 63, Page 47, and Lots 501 to 567 inclusive as shown on that certain Plat of Parcel "E" of Admiral's Cove recorded in Plat Book 62, Page 1 et seq., Lots 701 through 714 inclusive as shown on that certain Plat No. 1 of Parcel A recorded in Plat Book 63, Page 154, all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 7 TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SINGLE FAMILY HOMES AT
ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 10 day of January, 1990, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103, and Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, page 1314, and Supplement No. 2 recorded in Official Records Book 5509, Page 104, Supplement No. 3 recorded in Official Record Book 5865, Page 1876, Supplement No. 4 recorded in Official Record Book 5962, Page 191, Supplement No. 5 recorded in Official Record Book 6129, Page 305, Supplement No. 6 recorded in Official Record Book 6189, Page 1905, and First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admirals Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS, the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The above facts are true and correct.
2. Article I, Section 1 (1) is hereby amended to state in its entirety as follows:

(1) "Patio Home Living Unit" shall mean and refer to a completely detached Residential Building which is designed and intended for use and occupancy as a residence by a single family, and which (i) is located on any of Lots 180, 181 and 185 through and including 235 of the Single Family Property according to that certain Record Plat of the Development recorded in Plat Book 54, Page 141 inclusive as amended by Admirals Cove Plat 2 recorded in Plat Book 57, Page 158 inclusive, together with lots 407 through and including 412, 414, 415, 416, 410 and lots 433 and 434 according to the Plat of Parcel "B" recorded in Plat Book 61, Page 84 inclusive as amended by the Replat of Parcel "B" recorded in Plat Book 63, Page 47, together with Lots 501 through and including 519 according to the Plat of Parcel "E" recorded in Plat Book 62, Page 1, and Lots 650 through 662 inclusive, according to Plat No. 2 of Parcel "E" recorded in Plat Book ____, Page ____ all in the Public Records of Palm Beach County, Florida (the "Record Plat") (ii) is located in any portion of the Subject Property other than the Single Family Property and is designated as a Patio Home Living Unit by Developer according to any Supplementary Declaration (as said term is hereinafter defined).

3. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
President

(signature)
(signature)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and he acknowledged before me that he executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 10 day of January, 1990.

(signature) (SEAL)
Notary Public

REVISED EXHIBIT NO. "1"

Legal Description of Single Family Property

Lots 1 through 171 inclusive, Lot 171A, and Lots 185 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. as amended by Admiral's Cove Plat 3 recorded in Plat Book 61, Page 83, et seq.; Lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq.; Lots 401 through 412 inclusive and lots 414 through 416 inclusive and lots 418 through 434 inclusive as shown on that certain Plat of Parcel "B" of Admiral's Cove recorded in Plat Book 61, Page 84, et seq. as amended by the Replat of Parcel "B" recorded in Plat Book 63, Page 47 et seq.; Lots 501 through 567 inclusive as shown on that certain Plat of Parcel "E" of Admiral's Cove recorded in Plat Book 62, Page 1 et seq., Lots 701 through 714 inclusive as shown on that certain Plat No. 1 of Parcel A recorded in Plat Book 63, Page 154, et seq.; Lots 568 through 593 inclusive, Lots 623 and 624, and Lots 650 through 662 inclusive, as shown on that certain Plat No. 2 of Parcel "E" of Admiral's Cove recorded in Plat Book _____, Page _____ et seq., all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 8 TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SINGLE FAMILY HOMES AT
ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 28 day of January, 1990, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants , Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103 , and Supplementary Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, Page 1314, and Supplement No . 2 recorded in Official Records Book 5509, Page 104, Supplement No. 3 recorded in Official Record Book 5865, Page 1876, Supplement No. 4 recorded in Official Record Book 5962 , Page 191, Supplement No. 5 recorded in Official Record Book 6129, page 305, Supplement No. 6 recorded in Official Record Book 6189, Page 1905, Supplement No. 7 recorded in Official Record Book 6324, Page 898 and First Amendment to Declaration of Covenants , Restrictions and Easements for Single Family Homes at Admirals Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS , the Developer desires to subject additional property to the terms and, provisions of the Single Family Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.
2. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)
President
(signature)
(signature)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and he acknowledged before me that he executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 28 day of January,
1990.

(signature) (SEAL)
Notary Public

REVISED EXHIBIT NO. "1"

Legal Description of Single Family Property

Lots 1 through 171 inclusive, Lot 171A, Lots 174A, 174B, and Lots 185 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. as amended by Admiral's Cove Plat 3 recorded in Plat Book 61, Page 83, et seq.; Lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq.; Lots 401 through 412 inclusive and lots 414 through 416 inclusive and lots 418 through 434 inclusive as shown on that certain Plat of Parcel "B" of Admiral's Cove recorded in Plat Book 61, Page 84, et seq. as amended by the Replat of Parcel "B" recorded in Plat Book 63, Page 47 et seq.; Lots 501 through 567 inclusive as shown on that certain Plat of Parcel "E" of Admiral's Cove recorded in Plat Book 62, Page 1 et seq., Lots 701 through 714 inclusive as shown on that certain Plat No. 1 of Parcel A recorded in Plat Book 63, Page 154, et seq.; Lots 568 through 593 inclusive, Lots 623 and 624, and Lots 650 through 662 inclusive, as shown on that certain Plat No. 2 of Parcel "E" of Admiral's Cove recorded in Plat Book 64, Page 180 et seq., and Lots 594 through 622 inclusive, as shown on that certain Plat No. 3 of Parcel "E" of Admiral's Cove recorded in Plat Book 63, page 43, et seq. all in the Public Records of Palm Beach County, Florida.

SUPPLEMENT NO. 9 TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS SUPPLEMENTARY DECLARATION, made as of the 20 day of March, 1990, by ADMIRAL'S COVE ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in Official Records Book 5052, page 1103, and Supplementary Declaration of Covenants , Restrictions and Easements for Single Family Homes at Admiral's Cove recorded in Official Record Book 5420, Page 1314, and Supplement No. 2 recorded in Official Records Book 5509, Page 104, Supplement No. 3 recorded in Official Record Book 5865, Page 1876, Supplement No. 4 recorded in Official Record Book 5962, Page 191, Supplement No. 5 recorded in Official Record Book 6129, Page 305, Supplement No. 6 recorded in Official Record Book 6189, Page 1905 and Supplement No. 7 recorded in Official Record Book 6324, Page 898, Supplement No. 8 recorded in Official Record Book 6324, Page 1111, and First Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admirals Cove recorded in Official Record Book 5703, Page 761, all in the Public Records of Palm Beach County, Florida (the "Single Family Declaration");

WHEREAS, in accordance with Article III, Section 2 of the Single Family Declaration the Developer reserved the right to subject additional property to the terms and provisions of the Single Family Declaration by filing a Supplementary Declaration extending such Declaration to such additional property.

WHEREAS , the Developer desires to subject additional property to the terms and provisions of the Single Family Declaration .

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agreed as follows:

1. The above facts are true and correct.
2. Article I, Section 1 (1) is hereby amended in its entirety to state as follows :

(1) "Patio Home Living Unit" shall mean and refer to a completely detached Residential Building which is designed and intended for use and occupancy as a residence by a single family, and which (i) is located on any of Lots 176 through and including Lot 181, and Lots 185 through and including 235 of the Single Family Property according to that certain Record Plat of the Development recorded in Plat Book 54, Page 141 et seq. as amended by Admirals Cove Plat 2 recorded in Plat Book 57, Page 158 et seq. together with lots 407 through and including 412, 414, 415, 416, 418 and lots 433 and 434 according to the Plat of Parcel "B" recorded in Plat Book 61, Page 84 et seq. as amended by the Replat of Parcel "B" recorded in Plat Book 63, Page 47 et seq., together with Lots 501 through and including 519 according to the Plat of Parcel "E" recorded in Plat Book 62, Page 1, et seq. , Lots 650 through and including 662 as shown on that certain Plat No. 2 of Parcel "E" recorded in Plat Book 64, Page 180, and Lots 723 through and including 726; Lots 735 through and including 756, and Lots 801 through 817 as shown on Plat No. 2 Parcel "A" recorded in Plat Book 65, Page 73 et seq. all in the Public Records of Palm Beach County, Florida (the "Recorded Plat") (ii) is located in any portion of the Subject Property other than the Single Family Property and is designated as a Patio Home Living Unit by Developer according to any Supplementary Declaration (as said term is hereinafter defined).

3. The legal description for the Single Family Property attached as Exhibit No. "1" to the Single Family Declaration is hereby deleted and superseded by that certain "Revised Exhibit No. 1" attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF , the undersigned has hereunto set its hand and seal as of the day and year first above written.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By: (signature)

President
Attest: (signature)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Benjamin Frankel and Thomas Frankel, to me well known to be the persons described in and who executed the foregoing instrument as President and Assistant Secretary, respectively, of ADMIRAL'S COVE INC., a Florida corporation, the said ADMIRAL'S COVE, INC., being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said corporation, as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 20 day of March, 1990.

(signature) (SEAL)
Notary Public

REVISED EXHIBIT NO. "1"

Legal Description of Single Family Property

Lots 1 through 171 inclusive, Lot 171A, Lots 172A, 172B, 173A, 173B, 174A, 174B, 176 through 181, inclusive and Lots 185 through 235 inclusive, as shown on that certain Record Plat of Admiral's Cove as recorded in Plat Book 54, Page 141 et seq. as amended by Admiral's Cove Plat 2 recorded in Plat Book 57, Page 158, et seq. as amended by Admiral's Cove Plat 3 recorded in Plat Book 61, Page 83, et seq.; Lots 236 through 290 inclusive as shown on that certain Plat of Parcel "C" at Admiral's Cove as recorded in Plat Book 58, Page 123 et seq.; Lots 401 through 412 inclusive and lots 414 through 416 inclusive and lots 418 through 434 inclusive as shown on that certain Plat of Parcel "B" of Admiral's Cove recorded in Plat Book 61, Page 84, et seq. as amended by the Replat of Parcel "B" recorded in Plat Book 63, Page 47 et seq.; Lots 501 through 567 inclusive as shown on that certain Plat of Parcel "E" of Admiral's Cove recorded in Plat Book 62, Page 1 et seq., Lots 701 through 714 inclusive as shown on that certain Plat No. 1 of Parcel A recorded in Plat Book 63, Page 154, et seq.; as amended by that certain Replat of Lots 701 and 702 recorded or to be recorded, Lots 568 through 593 inclusive, Lots 623 and 624 and Lots 650 through 662 inclusive, as shown on that certain Plat No. 2 of Parcel "E" of Admirals Cove recorded in Plat Book 64, Page 180, et seq.; Lots 594 through 622 inclusive, as shown on that certain Plat No. 3 of Parcel "E" of Admirals Cove recorded in Plat Book 65, Page 43, et seq.; Lots 715 through 756 inclusive and Lots 801 through 825 inclusive, as shown on that certain Plat No. 2 Parcel "A" recorded in Plat Book 65, Page 73, et seq. all in the Public Records of Palm Beach County, Florida.

PROPOSED
SECOND AMENDMENT TO DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS FOR
SINGLE FAMILY HOMES AT ADMIRAL'S COVE

THIS SECOND AMENDMENT, made as of the ____ day of ____, 19__, by ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Admiral's Cove Associates, Ltd., a Florida limited partnership (hereinafter referred to as the "Developer") caused that certain Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, dated October 27, 1986, to be recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 5052 , page 1103 and amended in Official Records Book 5703, Page 761 (the "Single Family Declaration") ;

WHEREAS , the Single Family Declaration may be amended in accordance with Article IX, Section 1 of the Single Family Declaration by filing of record a statement setting forth the amendment which is signed by the Developer and the President or Vice President of the Single Family Homeowners Association on behalf of and evidencing the approval of Class A Members, as such term is defined in the Single Family Declaration, possessing at least three-fourths of the total number of votes possessed by all Class A Members;

WHEREAS , the Association and the Developer desire to amend certain terms and conditions of the Single Family Declaration, and the requisite number of the Class A Members of the Association have approved the terms of this Second Amendment.

NOW, THEREFORE, for good and valuable consideration , the receipt and sufficiency of which is hereby acknowledged , the parties hereto agree as follows:

1. The parties hereto hereby acknowledge and agree that the above facts are true and correct.

2. Article IV, Section 1 of the Single Family Declaration is hereby amended to add Paragraph "m" as follows:

(m) Cable Television. To secure basic cable television service for Single Family Living Unit owners, the cost of which shall be included in the Annual Assessments as such term is herein defined.

3. Except as as otherwise expressly set forth herein, the terms of the Single Family Declaration are hereby reaffirmed and approved.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand the day and year first above written.

ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.

a Florida not-for-profit corporation

BY:

President

Attest:

(Corporate Seal) Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ____ and _____, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they severally acknowledged before me that they executed such instrument as officers of said corporation, and that the seal was affixed to said instrument of and it is the

true corporate seal of the Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at the County and State aforesaid, this ____ day of _____, 19__.

Notary Public

My commission expires:

The undersigned, constituting the "Developer" pursuant to that certain Declaration of Covenants, Restrictions and Easements of Admiral's Cove, by its signature below, hereby approves and joins in the execution of this Second Amendment to Declaration of Covenants, Restrictions and Easements for Single Family Homes at Admiral's Cove, attached hereto as of the ____ day of _____, 19__.

ADMIRAL'S COVE ASSOCIATES, LTD.,
a Florida limited partnership

BY: B.L.W. ENTERPRISES –
General Partner

By: Admiral's Cove, Inc. –
General Partner

By:
President
Attest:

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ____ and _____, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of ADMIRAL'S COVE, INC., a Florida corporation, the said ADMIRAL'S COVE, INC. being the General Partner of B.L.W. Enterprises, a Florida general partnership which is a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally

acknowledged before me that they executed such instrument as the free act and deed of said corporation,
as general partner of the General Partner of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this ____ day of _____,
19__.

Notary Public

My commission expires:

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

ADMIRAL'S COVE SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on October 24, 1986

The Document number of this corporation is N17502