

DECLARATION OF RESTRICTIONS

GREENVIEW COVE OF WELLINGTON - P.U.D.

1989 APR - 2 PM 3:30
0 1 0 0 1 1 0 0

WHEREAS, GOULD FLORIDA INC., a Delaware corporation, its successors or assigns, hereinafter referred to as "Declarant", is the owner of those certain tracts of land as described in Exhibit A attached hereto, sometimes hereinafter referred to as the "Property" or "Land"; and

WHEREAS, Declarant intends to sell all of said Land, subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as "Protective Restrictions" in order to insure the most beneficial development of said Land and to prevent any such use thereof as might intend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarant intends to assign or delegate certain rights and obligations under these Protective Restrictions to FIRST WELLINGTON, INC., a Florida corporation not for profit (Property Owners' Association), or said corporation's Architectural and Landscaping Committee, hereinafter also referred to as "Declarant" as to any such assigned or delegated rights and obligations and to delegate certain further rights and obligations to GREENVIEW COVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (Homeowners Association).

NOW, THEREFORE, Declarant hereby declares that Protective Restrictions are hereby imposed on said Land as follows:

ARTICLE I

7-60

A. The Land subject to these Protective Restrictions has heretofore been platted as GREENVIEW COVE OF WELLINGTON - P.U.D., recorded in Plat Book 47, Page 132 of the Public Records of Palm Beach County, Florida, and has been zoned as part of a Planned Unit Development pursuant to Section 14, Paragraph 26, of the Zoning Resolution for Palm Beach County, as amended through January 6, 1972. The described Land shall be used only in conformity with the Master Plan of Declarant dated June 7, 1983, as approved, accepted, amended and filed pursuant to said Resolution. In the event said Master Plan is hereafter duly modified or otherwise altered pursuant to law, these restrictions shall automatically be deemed likewise modified or altered to the same effect. Any land use not specifically affected by these Protective Restrictions shall be as permitted by said Master Plan and/or the zoning rules and regulations of Palm Beach County, Florida, in effect from time to time.

B. The Land described in Exhibit A hereto is classified as a single-family use area. The individual parcels of land depicted on Exhibit A are hereafter sometimes referred to as "Lots". The intent of these restrictions is to establish Protective Restrictions and administrative procedures applicable to all of said use area.

ARTICLE II

A. Single-Family: The single-family use area, as more fully described in Exhibit A attached hereto and made a part hereof by reference, shall be subject to the following Special Protective Restrictions:

1. The Property shall be used for single-family residence purposes only. The Lots described in Exhibit A hereto as single-family lots shall not be sub-divided into smaller lots, nor shall the grantee alienate or devise by sale, lease or

LEAH LAMMIE
P.O. DRAWER E
EST PALM BEACH, FLA. 33402

B4199 P1932

otherwise a portion or portions of the property but shall hold or alienate the same only as one continuous Lot. Only one single-family residence shall be constructed thereon in addition to outbuildings, such as pool-houses, cabanas, storage sheds, garages and greenhouses, for use in connection therewith as may be approved by Declarant.

2. Unless specifically excepted by Declarant, all one family residences shall have a ground floor minimum area of 2,200 square feet in the case of one-story dwellings, and a minimum total floor area of 2,500 square feet and a ground floor minimum of 1,600 square feet in the case of one and one-half or two-story structures, exclusive of garages, porches and terraces.

3. Unless specifically excepted by Declarant, each residence shall have a fully-enclosed two-car garage. The entrance to each garage shall be from the rear or the side of the residence only and such entrance shall not be visible from the street or streets upon which the Lot is situated, unless specifically excepted by the Declarant.

4. Two off-street parking spaces shall be provided for each single-family dwelling.

5. No building shall exceed the height of two stories or 25 feet.

6. No tourist courts, overnight cabins or rental units shall be constructed thereon, and no business shall be conducted on the Property.

7. All fences shall be of commercial quality and must be approved by Declarant. Fences shall be well maintained and must be of a decorative character.

8. All pets and animals shall be restricted to those animals generally considered as household pets, such as dogs, cats or birds, and must be contained upon the premises of the respective owners. Obnoxious animals such as cows, horses, swine, goats, fowl, etc., are specifically prohibited. Notwithstanding the above provisions, no pets or animals which constitute a nuisance to surrounding Property owners shall be kept upon the Property subject to these Restrictions.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

A. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Homeowners Association shall be a mandatory member of the Homeowners Association. The foregoing is not intended to include persons or entities who hold an interest merely as Lessee or as security for the performance of an obligation. All members of the GREENVIEW COVE HOMEOWNERS ASSOCIATION, INC. shall be governed and controlled by the Articles of Incorporation and the By-Laws thereof as recorded in Official Record Book 4192, Page 685 and Official Record Book 4192, Page 672, respectively, Public Records of Palm Beach County, Florida.

B. Voting Rights. The Homeowners Association shall have one class of voting membership which shall be all Owners of Lots and each Owner shall be entitled to one (1) vote for each Lot owned, but there shall only be one vote for each Lot.

C. Dissolution. In the event of a permanent dissolution of the Homeowners Association, for whatever reason, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a

D4199 P1933

receiver to manage the affairs of the dissolved Homeowners Association and the Property in place and instead of the Homeowners Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Homeowners Association and the Property.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Creation of Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Homeowners Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including attorneys fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real Property, and all costs of such foreclosure including attorneys fees of the Homeowners Association shall be secured by said lien.

B. General Assessment.

1. Purpose of Assessment. The general assessment levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Property including the purchase of group services such as utilities, trash collection and the like, and in particular for the improvement, maintenance and operation of those areas dedicated to the Homeowners Association on the Plat of Greenview Cove of Wellington - P.U.D. (Common Area).

2. Basis for Assessment.

(a) Residential Lots: Each living unit which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant, its successors or assigns.

3. Method of Assessment. By a vote of two-thirds (2/3) of the directors, the Board of Directors of the Homeowners Association shall fix the annual assessment upon the basis provided above; provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments the entire assessment may be accelerated at the option of the Board and may be declared due and payable in full.

C. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Homeowners Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in

B4199 P1934

part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal Property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

D. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, or other mortgage approved in writing by the Homeowners Association. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. All holders of first mortgages on Lots in the Property may, upon written request to the Homeowners Association; (a) receive timely written notice of meetings of the Homeowners Association; (b) inspect the financial records and similar documents at reasonable intervals during the normal business hours; (c) receive written notice of any form of condemnation, termination, abandonment, or any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation; and (d) receive timely written notice of any substantial damage or destruction to the Common Area and/or amenities. Notwithstanding any provisions herein, no land or improvements devoted to and used for dwelling use shall be exempt from said assessments, charges, or liens except those units owned by Declarant, its successors or assigns. Notwithstanding all of the provisions of this paragraph D. where the mortgagee of a first mortgage, or other mortgage approved in writing by the Homeowners Association, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of the first mortgage, or approved mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the assessments levied by the Homeowners Association pertaining to such Lot or chargeable to the former owner of such Lot which become due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments which is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of the assessments shall be deemed to be collectible from all of the owners, including such acquirer, its successors and assigns. A holder of a first mortgage or approved mortgage, acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the assessments coming due during the period of such ownership.

E. Annual Budget. By a two-thirds (2/3) vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

ARTICLE V

Approval of Plans

A. No building, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be commenced, expected or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be

B4199 P1935

done shall have been submitted in duplicate to and approved in writing by the Declarant and a copy thereof, as finally approved, lodged permanently with the Declarant.

B. No bulldozing or clearing of trees from the land conveyed or excavation of lakes or ponds shall be commenced until the plans and specifications showing the nature, kind, shape and location of work to be done and the grading plans of the Lot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any tree which is more than two inches in diameter and three feet in height may not be removed unless approval has been given by the Declarant.

C. No private wells or septic tanks will be allowed except as may be approved by Declarant for temporary use.

D. The Declarant shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable in its sole discretion, for aesthetic or any other reasons, such consent not to be unreasonably withheld; and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring Property.

E. Unless specifically excepted by Declarant, all improvements for which an approval of the Declarant is required under this Declaration of Restrictions shall be completed within twelve (12) months from the date of commencement of said improvements.

F. The Declarant shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the land described herein and the Declarant's judgment and determination shall be final and binding. Provided, however, nothing herein shall be deemed to permit any changes in the location of Lot lines or Lot sizes or shapes which are not in compliance with an approved site plan for the project.

With the approval of the location and plan by the Declarant, a building may be erected upon more than one Lot described herein.

G. Should the Declarant fail to approve or disapprove any plans and specifications, and the plot plans submitted to it by the owner of any Lot or lots described herein within 30 days after written request therefore, then such approval of Declarant shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration of Restrictions.

ARTICLE VI

PROPERTY OWNERS ASSOCIATION

Any Owner of a Lot within the area covered by this Declaration shall become a member of First Wellington, Inc. (Property Owners Association), a Florida corporation not for profit, and shall be entitled to all incidentals of membership in said Property Owners Association, and Owner and his Lot shall be

B4199 P 1936

burdened by all obligations and responsibilities of membership in the Property Owners Association.

ARTICLE VII

NUISANCES

A. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the Land described herein any nuisance of any kind or character.

B. No rubbish, garbage, debris or material shall be deposited on any of the Land described herein except building materials during the course of construction on the site.

C. Owners and occupants of Lots will not be permitted to park, store or keep any commercial vehicle, boat, truck, trailer, recreation vehicle, mobile home, bus, tractor or other such vehicles on their Lots or adjacent Lots unless stored or kept within a totally enclosed structure except temporarily for delivery or pickup and except temporarily during periods of construction. Further, owners and occupants of Lots may not park, store or keep such vehicles on adjacent roads and streets.

Commercial vehicles shall include those vehicles as defined in Section 320.01(18)(a), Florida Statutes (1979) as "for-hire" vehicles and/or decorated with commercial lettering or advertising. Trucks shall include those vehicles as defined in Section 320.01(13), Florida Statutes (1979) except there shall be excluded therefrom Jeeps, Scouts, Broncos, Blazers, Vans, Toyota Land Cruisers, El Caminos and Rancheros which are for private use as defined in Section 320.01(17), Florida Statutes (1979) and are without commercial lettering or advertising, and small pickup trucks, that is, pickup trucks weighing less than one (1) ton which are for private use as defined in Section 320.01(17), Florida Statutes (1979) and are without commercial lettering or advertising. Recreation vehicles shall include those vehicles as defined in Section 320.01(1)(b), Florida Statutes (1979); trailers shall include those vehicles as defined in Section 320.01(6), Florida Statutes (1979) and mobile homes shall include those vehicles as defined in Section 320.01(2), Florida Statutes (1979).

D. Owners and occupants of Lots shall not park, store or leave or permit parking or storing of any vehicle approved under the terms of Paragraph C above, which is in rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, upon their Lots or adjacent Lots or adjacent roads or streets, unless the same is completely enclosed within a garage.

E. No signs of any character shall be erected, pasted, posted or displayed upon or about any Lot described herein or on part of said Lots without the written permission of the Declarant, and the Declarant shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

F. The Declarant reserves the right to care for vacant and unimproved and unkept Lots in said Property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the Property, and the land contiguous and adjacent thereto, neat and in good order and charge the same against the owner of said Lot or Lots which charge shall be a lien on the Lot or Lots which may be foreclosed and shall include Declarant's attorney fees and other costs in connection with said foreclosure.

B4199 P1937

G. No tents and no temporary or accessory building or structure shall be erected on any of the Lots described herein without the written consent of the Declarant. No tent, shack, garage, barn or other outbuilding shall at any time be use as a residence temporarily or permanently.

H. Violation of any restrictions and conditions or breach of any covenant and agreement herein contained shall give the Declarant, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

I. No outdoor clothes drying lines or area shall be allowed which are visible from any street or adjoining Property.

J. Each Lot Owner shall trim and maintain grass and landscaping to the waters edge in any adjacent drainage easement and the pavement's edge of any street regardless of the location of the Lot's boundary line or the existence of a sidewalk.

K. All garbage or trash containers, oil or bottled gas tanks, shall be located at the rear of the structure served and shall be installed underground or within a walled-in area which is not visible from any street or adjoining Property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals.

L. No Lot shall be increased in size by filling in any water or canal on which it may abut.

M. No television or other outdoor antenna system or facility shall be erected or maintained on any Lot to which cable television service is then currently available except with the specific consent of Declarant, which consent may be unreasonably withheld.

N. Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

ARTICLE VIII

EASEMENTS

A. The said Declarant hereby specifically reserves from each Lot described herein an easement in a strip of land six feet wide adjacent to and within all boundary lines of said Lots for the installation and maintenance of all utilities, including but not limited to electricity, cable television facilities, water, drainage, gas, sewer, telephones, and for any similar facility, deemed by the Declarant necessary for the service of said land. The Declarant further reserves the right to assign the use of said easement or rights-of-way to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned.

In addition, Declarant may utilize said six foot wide easement for the construction and maintenance of an entrance feature (wall or hedge, at the election of the Declarant) along Lots 1, 2, 3, 4, 122, 123 and 137, where said Lots abut Greenview Cove Drive, and along the rear Lot lines of Lots 4, 5, 121 and 122 where they abut the golf course.

B4199 P1938

B. No structure other than that specified above, shall be built upon the easements thus reserved, and said easement Property shall at all times be open to the Declarant, the Acme Improvement District, and any public service corporation which may require the use of said right-of-way.

C. No easement shall be granted by any grantee without the express approval in writing of the Declarant.

D. In the event the fee simple title to two (2) or more abutting Lots fronting on the same street becomes vested in single ownership, said abutting Lots shall be treated as one (1) Lot for purposes of Article VIII, Paragraph A, and the easement reserved therein along the boundary between said abutting Lots shall be extinguished for so long as the title to the abutting Lots is vested in single ownership.

ARTICLE IX

AMENDMENT

A. The foregoing Protective Restriction can be modified, altered, or amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, by Declarant, until it has conveyed 90% or more of the total acreage covered by this Declaration of Restrictions and thereafter by record owners of 75% or more of the total acreage covered by these Protective Restrictions. A copy of the amendment shall be forwarded to Palm Beach County, Florida.

B. These Protective Restrictions and any duly adopted and recorded amendment shall run with and bind the real Property subject to these Protective Restrictions for a period of 21 years from the date of this instrument, at which time said Protective Restrictions, as they may be amended, shall automatically be renewed for successive periods of ten years each unless the owners of 75% of the total acreage of real Property subject to these Protective Restrictions agree to terminate these Protective Restrictions and record an instrument in writing signed by such owners indicating such agreement in the public records of Palm Beach County, Florida, at any time within a six month period of time prior to the end of any such ten year renewal date. In the event there is any inconsistency between this provision and any provisions contained in these Protective Restrictions regarding amendment of same, the procedures contained in this provision with regard to termination of these Protective Restrictions shall control over the procedures contained in any amendment provisions herein.

ARTICLE X

MAINTENANCE OF IMPROVEMENTS

A. Responsibility for maintaining or improving the street rights-of-way, any special structures related thereto, including but not limited to, the guard house and the entrance feature, and the park areas (as shown on the Plat) shall be the perpetual obligation of GREENVIEW COVE HOMEOWNERS ASSOCIATION, INC.

B. By Maintenance and Easement Agreement recorded in Official Record Book 4195 at Page 1910, Public Records of Palm Beach County, Florida, the Homeowners Association has granted to Gould Florida Inc., its successors, assigns, guests and invitees as described in said Agreement, a perpetual non-exclusive easement for ingress and egress and maintenance over that portion of Greenview Cove Drive described in Exhibit C, in order to provide access to and from the Golf Course Clubhouse and Golf

B 4199 P 1939

Course located on said portion of Greenview Cove Drive. Pursuant to said Agreement, Gould Florida Inc., its successors or assigns, as owner of the Golf Course Clubhouse and Golf Course, will be perpetually obligated for the cost of maintenance of said portion of Greenview Cove Drive, including paving, striping, re-surfacing and other maintenance and repair.

C. Responsibility for maintaining or improving the drainage system of GREENVIEW COVE OF WELLINGTON - P.U.D. shall exist with the Acme Improvement District, a political subdivision of the State of Florida.

D. In the event of the dissolution, failure or inability of Acme Improvement District to perform its maintenance and/or improvement responsibilities, then the owners of Lots within GREENVIEW COVE OF WELLINGTON - P.U.D. shall be governed by FIRST WELLINGTON, INC. (Property Owners Association).

ARTICLE XI

MAINTENANCE OF RECREATIONAL AND OPEN SPACES, LIEN FOR COSTS, ETC.

A. DEFINITIONS. As used in this ARTICLE XI, the words have the following meanings:

1. ASSOCIATION means First Wellington, Inc., a Florida corporation, not for profit, its successors or assigns, a copy of the Restated Articles of Incorporation and Amendment to Certificate of Incorporation of which are recorded in Official Record Book 2111, Page 1545 and Official Record Book 2285, Page 1977, respectively, of said Public Records and the Restated By-Laws of which are recorded in Official Record Book 2409, Page 1645 of said Public Records as amended in Official Record Book 3741 at page 586, and further amended in Official Record Book 3771 at page 1065, and further amended in Official Record Book 3787 at page 1488, and further amended in Official Record Book 3869 at page 1380, all in the Public Records of Palm Beach County, Florida.

2. BOARD means the Board of Directors of the Association.

3. DECLARANT means Gould Florida Inc., a Delaware corporation, its successors and assigns.

4. LOT means a parcel as shown on and included within GREENVIEW COVE OF WELLINGTON - P.U.D., as recorded in Plat Book 47, Page 132, of the Public Records of Palm Beach County, Florida.

5. LOT OWNER means the holder or holders of the fee simple title to a LOT as herein defined.

6. PERSON means a person, firm, association or corporation.

7. SUBDIVISION means the following described lands to wit: GREENVIEW COVE OF WELLINGTON - P.U.D., according to the plat thereof, recorded in Plat Book 47, Page 132, of the Public Records of Palm Beach County, Florida.

8. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

04619
P 1940
66148

9. INSTITUTIONAL LENDER shall mean any bank, insurance company, federal or state credit union, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations, Declarant or other entity approved by Declarant, having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in-lieu of foreclosure.

B. RECREATIONAL AND OPEN SPACES: OPERATION AND MAINTENANCE; LIEN FOR COSTS, ETC. The owner of each LOT in the SUBDIVISION is hereby made liable to the DECLARANT, its successors or assigns (including the ASSOCIATION) for a pro-rata share of the actual cost (including taxes and insurance) of the development, operation, maintenance and repair of the recreational and other open spaces located within the SUBDIVISION, and within those areas of the WELLINGTON P.U.D. in general as described in Exhibit B attached hereto and made a part hereof. These items of development, operation, maintenance and repair shall include but not be limited to the following:

1. Maintain Park and Open Space Areas:

(a) Purchase and installation, repair and replacement of park furniture, light fixtures, playground equipment, fireplaces, shelters, structures, drinking fountains and other such items.

(b) Repair, replacement, general maintenance and the additional installation of paving or other hard surface area in the park or open space areas.

(c) Mowing, trimming, edging, watering, general maintenance and the installation of new shrubs, bushes, trees, and other such landscape items.

(d) Repair, replacement and general maintenance or improvement of bicycle paths, equestrian trails, parks and open spaces.

(e) Purchase and installation, repair and replacement of street lights, including bases, poles, wiring, light fixtures, lamps and other such related items, including costs of utility services. Street lighting shall mean and include lighting along streets, thoroughfares, roads, pedestrian walkways, or pathways, pedways, bike paths and similar circulation ways.

2. Special Use Facilities:

(a) Construction, maintenance and operation of library, townhall, or other such public or quasi-public facilities.

(b) Construction, maintenance and operation of conservation areas designated for use or preserved in the interest of the general public including wildlife preservation programs.

3. Special Services:

- (a) Security patrol
- (b) Welcome Wagon
- (c) Mini-bus jitney and maintenance of same
- (d) Maintenance of unkept Lots
- (e) Franchises
- (f) Lake lifeguard
- (g) Stocking of fish in lakes and canals

B4199 P1941

4. Certain facilities are dedicated for maintenance by public bodies. Additional areas may be dedicated to others in the future.

Notwithstanding that responsibility for maintenance is with others, the Association may deem it appropriate to increase the quality of landscape of said areas dedicated to the Acme Improvement District or to provide other such maintenance to make the area under its control more habitable with the consent of the public bodies.

5. If in the opinion of the Association, the public body with the responsibility for maintaining the following items fails or refuses to maintain the following:

(a) Road rights-of-way, construction, repair, and general maintenance of:

- (1) Pavement
- (2) Drainage structures
- (3) Traffic and street signs
- (4) Signalization and other such traffic control devices

(b) Lakes, ponds, canals, drainage swales and ditches and watercourses, construction, repair and general maintenance consisting of:

(1) Cutting, weeding, trimming, mowing, and edging of grass areas along the banks and perimeter areas.

(2) Dredging, excavation, filling and other such earthwork required to maintain, develop or improve lakes, ponds, canals and watercourses.

(3) Landscaping programs as outlined for parks and open space areas;

then the above items of development, maintenance and repair shall be includable. Said actual costs are to be payable annually (or at the option of the DECLARANT or the ASSOCIATION in monthly installments) by each LOT OWNER to the DECLARANT, its successors or assigns (including the ASSOCIATION), commencing no earlier than the first day of January, 1985. Provided, however, that nothing herein shall be construed so as to allow or require the Property Owners Association to develop, maintain or repair any rights-of-way or traffic control devices, or other areas dedicated to Palm Beach County, without the consent of that public body. It is presently contemplated by the DECLARANT, its successors or assigns (including the ASSOCIATION), that they will assign their right to operate and maintain the aforesaid recreational and open spaces, together with the right to receive the pro-rata share of such actual cost from each LOT OWNER as aforesaid to the Association at such time as it has conveyed ninety (90%) percent of the total acreage within the Wellington P.U.D. and thereafter, the ASSOCIATION shall assume the rights, privileges, and obligations of developing, operating and maintaining said recreational and open spaces and the right to the receipt of sums fixed as the actual cost thereof. Each owner of a LOT in the SUBDIVISION agrees that all charges made for its pro-rata share of the actual cost of the development, operation, maintenance and repair of the aforesaid areas shall constitute a lien or charge upon such LOT, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real Property. Said lien shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due of the lien, and the lien shall continue in effect until

B4199 P 1942

all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the highest rate allowed by the laws of the State of Florida per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the DECLARANT, its successors or assigns, or the ASSOCIATION, when the claim of lien is recorded, together with all costs incurred and sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee and costs. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by an INSTITUTIONAL LENDER recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain Certificate of Title this shall operate to release a subordinate claim of lien. In any such lien foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DECLARANT or ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

C. DUTY TO MAINTAIN. The ASSOCIATION shall have the duty to maintain and operate the areas and facilities which have been conveyed or dedicated to it. However, neither DECLARANT nor the ASSOCIATION shall have any duty or obligation to LOT OWNERS or members of the ASSOCIATION to do or perform, or cause to be done or performed, any of the particular services or special use facilities set forth in the preceding Paragraph B hereof. DECLARANT and/or the ASSOCIATION shall have the right and option to do or perform, or cause to be done or performed, such services or additional services and shall thereupon be entitled to payment for same in accordance with the provisions of Paragraph B including the right to impose a lien on any LOT in the event the LOT OWNER'S pro-rata portion of the cost of doing or performing such service shall not have been paid. The nature or extent of the development, repairs, replacement, maintenance or installation of facilities shall be at the sole and absolute discretion of DECLARANT and the ASSOCIATION. Should any dispute arise between DECLARANT and the ASSOCIATION as to the nature or extent of any such services to be provided for the benefit of LOT OWNERS in the SUBDIVISION, then the decision of the DECLARANT shall be paramount and superior over any conflicting decision of the ASSOCIATION.

D. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to votes to be cast through the LOT OWNERS as provided by the Articles of Incorporation and By-Laws of the ASSOCIATION. When more than one PERSON holds an interest in any LOT, the votes for such LOT shall be cast by that LOT OWNER designated in a certificate filed with the ASSOCIATION and signed by all PERSONS owning an interest in said LOT. In the event the certificate is not on file with the ASSOCIATION, no votes shall be cast for said LOT.

E. INVALIDITY CLAUSE. Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

F. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. This ARTICLE XI may not be amended without the consent of each INSTITUTIONAL LENDER holding a first mortgage upon a LOT in the SUBDIVISION.

B4199 P1943

G. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS in the SUBDIVISION, the ASSOCIATION's right to assess a LOT (as provided in Paragraph B and C above), the title to which has been acquired by an INSTITUTIONAL LENDER who retains said title and likewise, during the time an INSTITUTIONAL LENDER retains said title, shall be suspended, however the ASSOCIATION shall be under no obligation to perform any of the services, duties or obligations required of it as provided in Paragraph C above. Upon disposal in any manner of a LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under Lease, the ASSOCIATION's right to make assessments against such Lot and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said LOT was held by an INSTITUTIONAL LENDER) and the ASSOCIATION's duties and obligations with respect to said LOT shall be restored.

ARTICLE XII

INSURANCE

Owners of Lots within the area covered by these Protective Restrictions shall obtain fire and other casualty insurance with extended coverage to the full replacement value of the residence and all other buildings on such owner's Lot, and liability insurance. Following any fire or other casualty, the owner shall be obligated to clear the Property of all debris and rebuild within a reasonable time.

ARTICLE XIII

PLATTED OPEN SPACES

No portion of the plat of GREENVIEW COVE OF WELLINGTON - P.U.D. or re-plat thereof containing an open space shall be vacated in whole or in part unless the entire plat or re-plat is vacated.

ARTICLE XIV

ENFORCEABILITY

Each and all of the Protective Restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the DECLARANT, or its successors or assigns. Invalidation of any one of the Protective Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

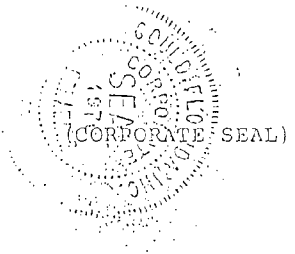
ARTICLE XV

LIABILITY

The DECLARANT, First Wellington, Inc. or their assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of these Protective Restrictions by any person or entity other than themselves.

B4199 P1944

IN WITNESS WHEREOF, the said GOULD FLORIDA INC. has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 28th day of February, A.D. 1984.



GOULD FLORIDA INC.

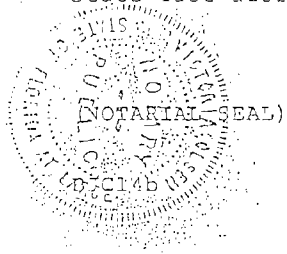
By: James J. Gould
Vice President

Attest: Diana L. Curren
Assistant Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James J. Ogorek and Diana L. Curren as Vice President and Assistant Secretary of GOULD FLORIDA INC., a Delaware corporation, and acknowledged before me that they executed the same on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, A.D. 1984.



Victoria Olam
Notary Public

My commission expires: 6-27-86

B4199 P1945

EXHIBIT A

GREENVIEW COVE OF WELLINGTON - P.U.D., according to the plat thereof, recorded in Plat Book 47, Page 132, of the public records of Palm Beach County, Florida.

B4199 P1946

EXHIBIT B

DESCRIPTION OF PROPERTY

The following property located in Palm Beach County, Florida:

(1)

All that part of Sections 32, 33 and 34, Township 43 South, Range 41 East, lying South of the West Palm Beach Canal, less the East 350 feet of said Section 34.

(2)

All of Fractional Sections 2, 3, 4, 5, and all of Sections 8, 9, 10, 11, 14, 15, 16 and 17, Township 44 South, Range 41 East, except the following two tracts:

- (a) The West 240 acres of said Section 2, except a parcel of land in Section 2 which is included in this description and is described as follows: Commencing at the NW corner of Section 2-44-41, run S 01°03'22" W along the West line of said Section 2, 1.15 feet for a point of beginning; then continue S 01°03'22" W along said West line 3790.12 feet to the North right of way line, said right of way being 35 feet measured at right angle to the South line of said Section 2; then run S 89°38'24" E along said right of way line 198.09 feet; thence run N 01°56'15" W 3792.83 feet to the point of beginning, containing 8.618 acres.
- (b) The 34 acres in the Northeast corner of said Section 2 described as the South 1,485 feet of the North 1,520 feet of the West 1,090 feet of the East 1,185 feet of said Section 2.

B4199 P1947

BJC14c

EXHIBIT C

DESCRIPTION

GREENVIEW COVE DRIVE BETWEEN
LOTS 4 AND 122 AND SOUTH SHORE BOULEVARD
GREENVIEW COVE OF WELLINGTON - P.U.D.
PALM BEACH COUNTY, FLORIDA

A parcel of land in part of GREENVIEW COVE OF WELLINGTON - P.U.D., as recorded in Plat Book 47, Pages 132 and 133, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 4, of said GREENVIEW COVE OF WELLINGTON - P.U.D.:

thence North 48° 07' 25" East (for convenience all bearings shown herein are relative to an assumed meridian), a distance of 89.05 feet:

thence South 15° 49' 25" East, a distance of 79.09 feet to the

beginning of a curve concave to the northeast having a radius of 450.00 feet and a central angle of 23° 04' 10":

thence southerly and southeasterly along the arc of said curve, a distance of 181.19 feet:

thence South 38° 53' 35" East, along the tangent to said curve, a distance of 353.58 feet to the beginning of a curve concave to the

southwest having a radius of 632.10 feet and a central angle of 23° 50' 30":

thence southeasterly along the arc of said curve, a distance of 263.03 feet:

thence South 15° 03' 05" East, along the tangent to said curve, a distance of 79.63 feet:

thence South 60° 22' 52" East, a distance of 35.36 feet to a point on the arc of a curve concave to the north-west having a radius of 5669.53 feet and a central angle of 01° 19' 10" and whose tangent at this point bears North 74° 17' 20" East:

thence southwesterly along the arc of said curve, being the Northerly Right-of-Way Line of South Shore Boulevard as now laid out and in use, a distance of 130.56 feet:

thence North 30° 16' 43" East, making an angle with the tangent to the last described curve, as measured from west to northeast, of

134° 40' 13", a distance of 35.36 feet:

thence North 15° 03' 05" West, a distance of 79.63 feet to the beginning of a concentric curve concave to the southwest having a radius of 552.10 feet and a central angle of 23° 50' 30":

thence northwesterly along the arc of said curve, a distance of 229.74 feet:

thence North 38° 53' 35" West along the tangent to said curve, a distance of 353.58 feet to the beginning of a concentric curve concave to the

northeast having a radius of 530.00 feet and a central angle of 23° 04' 10":

thence northwesterly and northerly along the arc of said curve, a distance of 211.40 feet:

thence North 15° 49' 25" West along the tangent to said curve, a distance of 39.98 feet to the POINT OF BEGINNING.

B4199 P1948

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