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**DECLARATION
OF
COVENANTS
FOR
WESTLAKE TOWN CENTER WEST**

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EXHIBITS:

EXHIBIT “A” LEGAL DESCRIPTION OF THE PROPERTIES.

EXHIBIT “B” LEGAL DESCRIPTIONS OF INITIAL COMMON AREAS

EXHIBIT “C” ALLOCATION OF VOTES AND ASSESSMENTS

EXHIBIT “D” ARTICLES OF INCORPORATION.

EXHIBIT “E” BY-LAWS

EXHIBIT “F” SITE PLAN

EXHIBIT “G” SIGN PROGRAM

**DECLARATION OF COVENANTS
FOR
WESTLAKE TOWN CENTER WEST**

THIS DECLARATION OF COVENANTS FOR WESTLAKE TOWN CENTER WEST (this “**Declaration**”) is made this ___ day of _____, 2025 by **MINTO PBLH, LLC**, a Florida limited liability company (“**Declarant**”), who declares hereby that “The Properties” described on **Exhibit “A”** hereto and in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) “**Assessments**” shall mean and refer to the sums payable by Owners as to their Parcels as more particularly described in Article V of this Declaration.

(b) “**Board**” or “**Board of Directors**” shall mean the board of directors of the POA elected as provided in its Articles of Incorporation and By-Laws.

(c) “**Building**” shall mean and refer to the primary structure located on a Parcel and, where the context so requires, any and all other structures and improvements constructed for the exclusive use of an Owner of a Parcel, or such Owner’s Permittees whether above or below ground, including, without limitation, any equipment related to the dispensing of gasoline and other petroleum products, on a Parcel.

(d) “**City**” shall mean and refer to the City of Westlake, Florida as a governmental entity or, where the context requires, a geographical location.

(e) “**Common Areas**” shall mean and refer to The Properties legally described in **Exhibit “B”** attached hereto and made a part hereof, same being easements not to be conveyed or held by the POA in fee simple title, plus all property designated as Common Areas in Article IV, Section 2 hereof; exclusive of any Buildings, fenced or gated area permitted on a Parcel and exclusive of any garden center, appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, drive up or drive-through areas and facilities, loading docks, patio areas, or permanent outdoor sales and storage areas; together with the landscaping and any improvements thereon, including, without limitation, all signage, private roadways and sidewalk areas, open space, walkways, irrigation systems and street lights, if any, but excluding any public utility installations thereon, any other property of Declarant not intended to be made Common Areas, and excluding the internal drive aisles, parking area and sidewalks located on the property described on the Site Plan as “Parcel C” (“**Parcel C**”).

(f) **“County”** shall mean and refer to Palm Beach County, Florida as a governmental entity and all divisions and departments thereof as well as its Constitutional Officers or, where the context requires, a geographical location.

(g) **“Declarant”** shall mean MINTO PBLH, LLC, a Florida limited liability company, its successors and assigns. Declarant may assign all or only a portion of its rights, benefits and protections hereunder and may do so on an exclusive or non exclusive basis. Any such assignment shall be in writing and recorded in the Public Records of the County, Florida.

(h) **“District”** shall mean and refer to Seminole Improvement District, an independent special district of the State of Florida.

(i) **“ECCR”** shall mean and refer to that certain document titled “Easements, Covenants, Conditions and Restrictions”, executed by and between LOWE’S HOME CENTERS, LLC, a North Carolina limited liability company, and Declarant, dated and recorded of on or about even date herewith, in the Official Records of the County, as amended from time to time.

(j) **“Governmental Requirement”** shall mean and refer to any obligation, requirement, condition, restriction or other term imposed upon The Properties by any governmental or quasi-governmental agency (including, without limitation, Palm Beach County, Florida and the hereinafter defined SFWMD) by way of development order, permit, approval, plat, statute, law, rule, code, ordinance or other means. Notwithstanding the foregoing, none of the foregoing shall be deemed to be within the definition of Government Requirement in the form of a later adopted or imposed matter if The Properties would otherwise be deemed “grandfathered” under such later adopted or imposed matter.

(k) **“Ground Lease”** shall mean and refer to a long-term lease of a Parcel(s) under which the lessee occupying Parcel takes on a preponderance of the characteristics of an Owner. The lessor under a Ground Lease shall be referred to herein as a Ground Lessor.

(l) **“Lowe’s”** shall mean and refer to Lowe’s Home Centers, LLC, a North Carolina limited liability company, and any successor thereto as the Owner of “Parcel C” shown and delineated on the Site Plan.

(m) **“Outparcel”** shall mean and refer to all Parcels in The Properties other than the parcels labeled “Parcel C”, “Parcel G” and “Parcel H” on the Site Plan, and all references herein to Parcels shall apply with equal force to Outparcels; however, references to Outparcels shall be specific to Outparcels as herein defined.

(n) **“Owner”** shall mean and refer to all those persons or entities who are Owners of the Parcels as provided in Article III hereof. As well, any lessee under a Ground Lease shall be deemed an Owner hereunder as to the Parcel which is leased to it if the ground lessor so notifies the Association in writing and each such ground lessee agrees in writing to assume such Owner’s rights and obligations. In the event that an association

is created to govern all of the portions of a Parcel which is subdivided by Declarant or a successor in title thereto, such association shall act as the Owner of all of what was the Parcel (before being subdivided) for purposes of voting and paying assessments hereunder as well as for compliance with the other provisions of this Declaration as to any common areas / common elements created by such subdivision.

(o) **“Owner’s Permittees”** shall mean and refer to a person or entity described in Article III, Section 3 of this Declaration.

(p) **“Parcel”** shall mean and refer to a segment of property within The Properties constituting a separate, platted parcel of land on which a Building is or is to be located. Parcels in existence as of the date of this Declaration are also shown on the Site Plan.

(q) **“Plat”** shall mean and refer to that certain Plat entitled WESTLAKE POD G NORTH recorded in Plat Book 138, Page 3 of the Public Records of Palm Beach County, Florida, including any future re-plats of same or any portion thereof.

(r) **“POA”** or **“Association”** shall mean and refer to WESTLAKE TOWN CENTER WEST PROPERTY OWNERS’ ASSOCIATION, INC., a Florida corporation not for profit. The Articles of Incorporation and By-Laws of the POA are attached hereto as **Exhibits “D”** and **“E”**, respectively and reference herein to this Declaration shall be deemed to include such Exhibits, as amended from time to time.

(s) **“Primary Access Road”** shall mean and refer to the internal Access Road (as defined in Article IV, Section 4 hereof) that bisects The Properties with an entrance off of Seminole Pratt Whitney Road, and which is shown and delineated on the Site Plan.

(t) **“Site Plan”** shall mean the site plan showing The Properties, Parcels, Access Roads (as defined in Article IV, Section 4 hereof), Truck Route and Common Areas delineated thereon attached hereto as **Exhibit “F”** and incorporated herein by this reference.

(u) **“Surface Water Management System”** or **“SWMS”** shall mean and refer to the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted by the South Florida Water Management District (**“SFWMD”**).

(v) **“The Properties”** shall mean and refer to all land and improvements subject to this Declaration.

(w) **“Truck Route”** shall mean and refer to the roadway labeled as such on the Site Plan.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION;
SUPPLEMENTAL DECLARATIONS**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Palm Beach County, Florida, in the City and is more particularly described in **Exhibit "A"** attached hereto, except any portion of the land described herein now or hereafter owned by the District, all of which included real property (and all improvements thereto) is herein referred to collectively as "**The Properties**".

In the event that a Parcel is subdivided as contemplated in this Declaration, then Declarant (or, if Declarant no longer owns any portion of The Properties, the Association joined by the Owner(s) of the applicable property shall execute and record a Supplemental Declaration allocating the votes and assessments attributable to the original Parcel to the Parcels resulting from the subdivision process and such resulting Parcels shall then and thereafter have such assessment and voting allocations. Such allocations shall be based upon the gross acreage of each Parcel, rounded up or down to result in a whole number at rates and shares of assessments.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
OWNER'S PERMITTEES**

Section 1. Membership.

Each of the Owners shall be a member of the POA and each Owner shall have the number of votes for its Parcel as described in **Exhibit "C"**. Notwithstanding the foregoing, as long as Declarant owns a Parcel, it shall have the right to appoint a majority of the Board of Directors of the POA, provided that the other members may elect the remaining director(s).

Section 2. General Matters.

When reference is made herein, or in the Articles, By-Laws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present in person or by proxy at a duly constituted meeting thereof (*i.e.*, one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.

In the event of any conflict among the various documents creating, governing or administered by the POA, the following order of priority and control shall apply: this Declaration, the Articles of Incorporation of the POA, the By-Laws of the POA and any rules and regulations adopted by the POA. Additionally, should any recorded covenants, restrictions, easements or other instruments applicable to a specific Parcel(s) exist, then such instrument shall have first priority with respect to its subject matter as it effects the applicable Parcel(s).

Section 3. Owner's Permittees.

The rights of access, the use restrictions provided for herein and any rules and regulations of the POA shall extend to and include not only the Owners but also the invitees, tenants, employees and others using The Properties with the permission of any Owner, such parties being referred to in this Declaration as an Owner's Permittee.

**ARTICLE IV
COMMON AREAS; CERTAIN EASEMENTS**

Section 1. Owners' Easements.

Except for Limited Common Areas, if any, and portions of The Properties designated as Common Areas solely for maintenance or other limited purposes, as herein specified, each Owner, and each Owner's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Owners and Owner's Permittees in such manner as may be regulated by the POA. In addition, each Owner is hereby granted a non-exclusive permanent and perpetual easement to tie into and utilize the Surface Water Management System at the boundary line of its Property and to drain surface water into the detention pond forming part of the Surface Water Management System, all in accordance with the environmental resource or surface water management permit issued by SFWMD and described elsewhere herein.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the POA to levy assessments for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with all Governmental Requirements and for the general operation of the Association.

(b) The covenants and restrictions contained in this Declaration and the additional right of the POA to adopt at any time, and from time to time enforce reasonable rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Owners as hereinafter provided, provided such rules and regulations are applied uniformly to all Owners and do not materially adversely affect a specific Owner (or set of Owners) or the Owners' Permittees. Any rule and/or regulation so adopted by the POA shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon for their intended purposes shall extend to all Owners' Permittees, subject to this Declaration and further reasonable regulation from time to time by the POA in its lawfully adopted and published rules and regulations.

(d) The right of the POA to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(e) The right of the POA, to dedicate or convey portions of the Common Areas to any other association having similar functions, or any public or quasi-public agency, special district or similar entity under such terms as the POA deems reasonably appropriate and to create or contract with the other association, community development and special taxing districts for lighting, roads, or other services, or communications and other similar purposes deemed reasonably appropriate by the POA (to which such dedication or contract all Owners, by the acceptance of the deeds, to their Parcels, shall be deemed to have consented, no consent of any other party, being necessary).

Section 2. Nature of Common Areas.

The Common Areas will, consist of land owned by the POA or of easements in favor of the POA, the latter as set forth in this Declaration or in separate, recorded instruments. As to road rights-of-way, the centerlines of same are intended to be the boundary lines of the adjacent Parcels on which they are located. As well, various monument and directional signage may be located on Parcels per separate easements for same. In such cases, the signage itself (but, not the underlying land) shall be deemed to be Common Areas. Additionally, street lighting primarily serving Common Area streets shall be deemed a Common Area regardless of its location such that the POA shall bear the costs associated with its operation by payment to Florida Power and Light Company or its successor in interest. Enjoyment and use of any portion(s) of the Common Areas shall commence on the date the improvements to such portion(s) in question are substantially complete.

Section 3. Maintenance.

The POA shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the portions of the Surface Water Management System located outside of an Owner's Parcel and not within a Common Area, and the Common Areas including, without limitation, driveways not constituting part of a Parcel; utility easements/tracts or facilities not maintained by a public utility provider; and conservation or preservation easements/areas, if any and, to the extent not otherwise provided for, the drainage structures, landscaping, improvements and other structures situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the POA. Without limiting the generality of the foregoing, the POA shall assume all of Declarant's and its affiliates' responsibility to the City, the County, the South Florida Water Management District, and all other state and local governmental entities of any kind with respect to the Common Areas and shall indemnify and hold the Declarant and its affiliates harmless with respect thereto.

To the extent a Common Area consists of an easement over, under or through a Parcel, the POA's responsibility for the maintenance thereof shall be limited to maintaining the functionality of the easement for its intended purpose (e.g., drainage as part of the SWMS or signage as provided below) and not the lands subject to the easement (e.g., landscaping or pavement), except to the extent the easement area is in the nature of an access easement servicing more than one (1) Parcel or any area damaged or altered by

the POA's activities thereon, which damage or unintentional alteration shall be the repair/replacement obligation of the POA.

All work pursuant to this Section and all expenses incurred or allocated to the POA pursuant to this Declaration shall be paid for by the POA through assessments (either general or special) imposed in accordance herewith.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Cross-Access.

Declarant does hereby grant and declare that all means of ingress and egress located on each Parcel shall be subject to a perpetual but non-exclusive easement in favor of the other Parcel(s) for such vehicular and pedestrian ingress and egress as is necessary for the use and benefit of the other Parcel(s); provided, however, that, and notwithstanding the foregoing or anything contained in this Declaration to the contrary:

(i) The Owner or occupant of Parcel C shown on the Site Plan may use the Common Area on Parcel C for the display, storage and sale of merchandise so long as such activity does not materially interfere with ingress and egress to the rest of The Properties.

(ii) The Owner or occupant of Parcel C shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) in the parking field of Parcel C.

(iii) The Owner or occupant of Parcel C may display merchandise, conduct sidewalk sales and/or conduct other business on the sidewalks on Parcel C so long as such activity does not materially interfere with pedestrian passage to the rest of The Properties and may otherwise enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent so long as such activity does not materially interfere with pedestrian passage to the rest of The Properties.

(iv) The Owner or occupant of Parcel C may park vehicles or equipment in the parking field of Parcel C in connection with the leasing of vehicles and/or equipment in the ordinary course of business.

(v) Notwithstanding anything to the contrary in this Declaration, the Owner or occupant of Parcel C may use the Parcel C parking field and the Common Area adjacent to the Building on Parcel C for order fulfillment activities, including equipment, facilities, and signage associated such activities (the "**Order Fulfillment Activities**") supporting the physical and/or online operations of the Owner or occupant of Parcel C. As part of its Order Fulfillment Activities, such Owner or occupant may restripe, reconfigure and make other changes to the Parcel C parking field and Common Area adjacent to the Parcel C Building for the

establishment and operation of areas for its Order Fulfillment Activities, including but not limited to, storage and staging of orders and merchandise, canopies / enclosures (which may include solar panels and/or heating/cooling elements affixed thereto), employee waiting and administration areas, and pedestrian pathways to/from such activity areas so long as such activity does not materially interfere with ingress and egress to the rest of The Properties; provided Parcel C must at all times continue to comply with the minimum parking requirements applicable to Parcel C. All of the equipment, facilities, and signage related to the Order Fulfillment Activities must be maintained by the Owner or occupant of the Parcel C Building in a condition and state of repair customary for shopping centers similar to The Properties, and in compliance with all applicable governmental requirements.

(vi) Notwithstanding anything to the contrary in this Declaration, the Parcel C parking field and the Common Areas and sidewalks adjacent to the Parcel C Building may be used for electric vehicle charging stations (the “**Charging Station Activities**”). As part of its Charging Station Activities, the Owner or occupant of Parcel C may restripe, reconfigure and make other changes to the Parcel C parking field and the Common Areas and sidewalks adjacent to the Parcel C Building for the establishment and operation of areas for its Charging Station Activities, including but not limited to, installation of charging stations, canopies / enclosures (which may include solar panels affixed thereto), administration areas, and pedestrian pathways to/from such activity areas; provided Parcel C must at all times continue to comply with the minimum parking requirements applicable to Parcel C. All of the equipment, facilities, and signage related to the Charging Station Activities must be maintained by the Owner or occupant of the Parcel C Building in a condition and state of repair customary for shopping centers similar to The Properties, and in compliance with all applicable governmental requirements.

(vii) Notwithstanding anything to the contrary in this Declaration, the Parcel C parking field may be used for angled parking spaces, spaces to accommodate trailers and associated activities (the “**Pro Customer Parking Activities**”) supporting the physical and/or online operations of the Owner or occupant of the Parcel C Building. As part of its Pro Customer Parking Activities, such Owner or occupant may restripe, reconfigure and make other changes to the Parcel C parking field for the establishment and operation of areas for its Pro Customer Parking Activities; provided Parcel C must at all times continue to comply with the minimum parking requirements applicable to Parcel C. All of the equipment, facilities, and signage related to the Pro Customer Parking Activities must be maintained by the Owner or occupant of the Parcel C Building in a condition and state of repair customary for shopping centers similar to The Properties, and in compliance with all applicable governmental requirements.

Subject to the foregoing Subsections 4(i)-(vii), neither the Owner nor any future Owner(s) of any Parcel(s) will erect any curbs, fences, gates, barriers, landscaping or other obstruction of any kind or which would prevent, hinder or interfere in any way with

the free flow and passage of vehicular and pedestrian traffic, without charge, of a sufficient nature to satisfy the requirements of this Section, except for temporary interruptions for maintenance, repair or replacement purposes or special events. Access may also be interrupted for reasonable periods of time for the purpose of construction on a Parcel so long as the Owner conducting such construction notifies, in writing, the POA, and the Owner of any adjoining or nearby Parcel whose access would be interrupted, of such intended construction and the anticipated (but not guaranteed) length of time for same.

Without limiting the generality of the foregoing, each Parcel shall be subject to an easement for the installation of utilities and driveways serving one (1) or more other Parcels in the areas depicted on the Site Plan as "Access Easements" (such roads being referred to herein, individually, as an "Access Road", and, collectively, as the "Access Roads"). The use of the Access Road easements by any person entitled to the use thereof shall be in common with all other such persons. The Access Road easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area. The Owner of the property upon which the Access Road easements are located agrees not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Road, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein. No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of The Properties from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners of the rights and easements created in this Section 4. In addition, each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give at least fifteen (15) days' prior written notice to each other Owner of its intention to do so and shall attempt to coordinate such closure with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction. Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same. The easements granted under this Section 4 are limited to such portions of the Common Area of the Owner's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this Declaration, specifically including those portions of the Common Area shown on the Site Plan.

Declarant hereby specifically disclaims any intention to create any reciprocal parking easements between any Parcels in The Properties.

The location of the Access Roads may not be altered without the approval of each of the Owners.

THE FOREGOING EASEMENTS ARE NOT INTENDED AND WILL NOT BE CONSTRUED AS A DEDICATION OF THE PROPERTIES FOR PUBLIC USE NOR AS GRANTING AN EASEMENT FOR CROSS-PARKING BETWEEN OR ON THE PARCELS.

Section 5. Common Area Sign Maintenance Easements.

Declarant may, from time to time, obtain or reserve easements on Parcels for the placement/construction of monument, directional and other signs serving all or portions of The Properties. In such cases, Declarant will also obtain and cause to be recorded a Sign Maintenance Easement under which the Association is the Grantee, and which will provide for the Association to maintain the sign and related improvements on the portion of the Parcel subject to such easement.

Subject to the following paragraph, in the case of monument signs (“**Monument Signs**”), the design, appearance and placement thereof and any modifications to, or relocation, replacements or substitutions of, Monument Signs shall be determined by Declarant in its sole discretion (but in compliance with, all Governmental Regulations), in all cases for so long as Declarant owns any portion of The Properties. During such time, Declarant shall have the sole right to assign the right to use space on each Monument Sign to Owners or occupants of Parcels by written assignment, a copy of which shall be delivered to and retained by the Association. Thereafter, the Owner of the Parcel containing a business benefitted by any such sign shall have the right to have the POA replace the portion of same used by such Parcel (at the Owner’s expense) and/or to assign to another Parcel the right to use the space occupied by such sign, such assignment to be made by written notice to the Association and not recorded in public records. Such signage, replacement or substitution shall be at the sole cost of Declarant or, if applicable, the Parcel Owner but the maintenance of the signage and related improvements shall be by the Association as stated in the immediately preceding paragraph.

All signs shall be in compliance with the Sign Program attached hereto as **Exhibit “G”** (the “**Sign Program**”). The location, design and appearance of all Monument Sign(s) shall be as indicated on the Sign Program. For the avoidance of doubt, the location of the Monument Signs depicted on the Sign Program and the design and appearance of the Parcel C Owner’s sign panel(s) depicted therein have been approved by the Declarant, and the right to use space on the applicable sign panel(s), as indicated on the Sign Program, are hereby assigned by Declarant to the Parcel C Owner. The Monument Signs which contain Lowe’s sign panel(s) may not be relocated or materially modified without the prior written consent of Lowe’s, which consent may be withheld in Lowe’s sole discretion.

There shall be no other free-standing signs allowed in The Properties, and there shall be no rooftop signs allowed in The Properties.

The Owner of any Parcel containing a Monument Sign hereby grants to the other Owners entitled under Section 5 of this Declaration to display a sign panel on the

Monument Sign, an easement for the access to, maintenance, repair and replacement of such sign panel.

Section 6. Utility and Drainage Easements

Declarant and Parcel Owners may from time to time, grant easements to the providers of utilities to The Properties or their specific Parcels by separate recorded instruments. All Owners as well as the POA shall fully comply with the terms, conditions and restrictions of such easements and not disturb or damage any utility lines or equipment placed in such easements. With respect to the Surface Water Management System, there is hereby declared to be an easement over Parcel A as shown on the City – approved site plan of The Properties for drainage over such area to the dry creek treatment area adjacent thereto. The Common Areas shown in **Exhibit “B”** shall be automatically deemed to include easements not only for pedestrian and vehicular access (subject to other applicable provisions of this Declaration) but also for the installation, use, maintenance, repair and replacement of drainage, utilities and Monument Signs.

Section 7. Public Easements.

Fire, police, health, sanitation, postal service and other public service and public utility personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 8. Limited Common Areas.

The POA may designate portions of the Common Areas as being Limited Common Areas, the use of which is restricted to one or more Parcels to the exclusion of others. By way of example only, signage along a roadway Common Area pertaining to only one Parcel would be a Common Area of such Parcels. In making such designation, the POA may, but shall not be required to, provide (i) that the cost of maintaining the particular Limited Common Area shall be assessed only against the benefited Parcel(s) as a Benefited Assessment, or (ii) that the Owner(s) of the Parcel(s) maintain the Limited Common Area.

Section 9. Disclaimer of Warranties.

DECLARANT, ON BEHALF OF ITSELF AND ITS SUCCESSORS, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, ENGINEERS, PLANNERS, ATTORNEYS AND OTHER PROFESSIONALS PARTICIPATING IN THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE PROPERTIES (COLLECTIVELY, THE “DISCLAIMING PARTIES”) HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS, MERCHANTABILITY, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS AND OTHERWISE WITH RESPECT TO ALL OF THE PROPERTIES. EACH OWNER AND OWNER’S PERMITTEE, BY VIRTUE OF ACCEPTING TITLE TO A PARCEL OR MAKING USE THEREOF OR OF ANY COMMON AREA, SHALL BE DEEMED TO HAVE WAIVED AND RELEASED THE DISCLAIMING PARTIES FROM ANY AND ALL,

CLAIMS, DAMAGES AND LIABILITIES ARISING FROM OR CONNECTED WITH THE DESIGN, DEVELOPMENT OR CONSTRUCTION OF THE PROPERTIES.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere herein, Declarant, for all Parcels within The Properties, hereby covenants and agrees, and each Owner owning or administering a Parcel shall be deemed to covenant and agree, to pay to the POA annual Assessments and other charges provided for in this Declaration. Such Assessments and other charges are for the operation of, and for payment of expenses allocated or assessed to or through, the POA, the maintenance, management, operation and insurance of the Common Areas and Surface Water Management System, including such commercially reasonable reserves as the POA may deem commercially reasonably desirable, as well as for all other reasonable costs incurred by the POA in the performance of its functions. All Assessments and other charges hereinafter referred to or lawfully imposed by or on the POA, are to be fixed, established and collected from time to time as herein provided. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such Assessment is made. Such lien to be effective as of the date of this Declaration.

Section 2. Assessment Types.

Assessments hereunder shall be of the following types:

“Base Assessments” shall be the Assessments for expenses which are common to all Owners.

“Benefited Assessments” shall be the Assessments for expenses which are for the primary (though not necessarily sole) benefit of one or more Parcels or to a subgroup of same. Only an Owner(s) benefited by the expenses for which the Benefited Assessments are levied shall pay such Benefited Assessments. The Board of Directors’ determination of what constitutes an expense for which a Benefited Assessment is to be levied, as well as upon which Parcels they are to be so levied, shall be binding and conclusive as long as not wholly unreasonable.

“Special Assessments” shall be those Assessments for expenses resulting from unforeseen occurrences (e.g., uninsured casualty loss) or which are otherwise of such a nature that they occur less frequently than annually but which, in the reasonable discretion of the Board of Directors, is properly collected in a manner other than through the other types of Assessments designated herein. Special Assessments shall also include those charges specified elsewhere in this Declaration as Special Assessments. The Board of Directors shall also determine those Owners liable for Special

Assessments in accordance with the nature of the expense for which they are levied. By way of example only, if the POA is to install improvements primarily benefiting, and particularly if requested by, one type of Owner, then the Special Assessment for same shall be levied only against the benefited Owner(s). On the other hand, and, again, only by way of example, if a Special Assessment is for an expense benefiting all of the Owners, then the Special Assessment shall be allocated in the same manner as Base Assessments.

Section 3. Assessment Rates.

Base Assessments shall be allocated to the Parcels, in whole units of Assessments, as listed in **Exhibit "C"**, as supplemented from time to time.

Benefited Assessments shall be allocated (i) 100% to the benefited Parcel, if only one, or (ii) per the ratios of the shares shown on **Exhibit "C"**, if two or more.

Special Assessments shall be allocated in the same manner as Base Assessments or Benefited Assessments, as applicable.

Section 4. Purpose of Assessments.

The Assessments levied by the POA shall be used exclusively for the purposes expressed in this Declaration including, without limitation, for the enforcement of this Declaration, the maintenance, repair and insurance of the Common Areas and the Surface Water Management System and the administration of the POA. Commercially reasonable reserves for capital improvement, deferred maintenance and/or other purposes may be established and collected as Assessments at the option of the Board of Directors.

Section 5. Capital Improvements.

Funds which, in the aggregate, exceed thirty percent (30%) of the total amount of the then-current operating budget of the POA in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the POA and which have not previously been collected as reserves or are not otherwise available to the POA (e.g., by borrowing) shall be levied by the POA as Assessments only upon approval of a majority of the Board of Directors of the POA and upon approval by two-thirds (2/3rds) favorable vote of the Owners of the POA voting per Article II, hereof at a meeting or by proxy as may be provided in the By-Laws of the POA. Assessments for capital improvements, unless collected in the form of revenues, shall be deemed Special Assessments to be levied in accordance with Section 2 of this Article V.

Section 6. Date of Commencement of Assessments; Due Dates.

The various Assessments provided for in this Article V, other than those of a nonrecurring nature, shall commence on the first day of the month next following the

recording of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31.

The Base Assessments and Benefited Assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so, determined by the Board of Directors of the POA (absent which determination they shall be payable quarterly).

The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted. The original Assessments for any year shall be levied for the calendar year, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any Special Assessment shall be fixed in the Board resolution authorizing such Assessment.

Section 7. Duties of the Board of Directors.

The Board of Directors of the POA shall fix the amount of the Assessments against the Parcels subject to the POA's jurisdiction for each Assessment period, to the extent practicable, in advance of such period, and shall, at that time, prepare a roster of the Parcels and Assessments applicable thereto which shall be kept in the office of the POA and shall be open to inspection by any Owner.

Written notice of the Assessment shall thereupon be sent to every Owner subject thereto at least thirty (30) days prior to the due date of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Subject to other provisions hereof, the POA shall upon demand (and in any event within twenty (20) days of the POA's receipt of such written request) at any time furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the POA, setting forth whether such Assessment has been paid as to any particular Parcel. Such certificate shall be conclusive evidence of payment of any Assessment to the POA therein stated to have been paid. The POA may charge a commercially reasonable fee for such certificate or, alternatively, its management company (if any) may do so, such fee in no event to exceed \$300.00.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the POA.

If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall, together with late charges, interest and the cost of collection

thereof as hereinafter provided, thereupon become a continuing lien on the Parcel as to which the Assessment was not paid, which lien shall bind and encumber such property.

In the case of a failure of a Sub-Association to pay any Assessments hereunder, the lien created hereby shall extend to and include each Unit subject to the jurisdiction of the Sub-Association, but the owner of a Unit subject to the Sub-Association's jurisdiction may obtain a partial release of such lien by paying an apportioned share of the overdue Assessment, and all other fees and charges related thereto, applicable to such Parcel. Such share shall be determined in the same manner as assessments of the Sub-Association itself are allocated. Upon the payment of such proportionate share, the paying Unit owner shall be entitled to recover the amount paid, plus interest thereon at the legal rate and the costs of collection thereof, from the Sub-Association to the extent same collected the assessment from the owner.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Board, a late charge not greater than five percent (5%) of the amount of such unpaid installment may be imposed. However, only one late charge may be imposed on any one unpaid installment. If such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Each other installment thereafter coming due shall be subject to one late charge each as aforesaid. All unpaid assessments due hereunder shall bear interest at the rate of eight percent (8%) per annum from the date when due until paid. All sums collected hereunder shall be applied first to interest, then to late charges, then to collection costs and then to assessments, beginning with the oldest which are unpaid.

In order to collect any sums due hereunder, the POA may: (i) bring an action at law against the Owner(s) obligated to pay the same; (ii) record and foreclose a claim of lien (as evidence of its lien rights as hereinabove provided for); or (iii) pursue one or more of such remedies at the same time or successively. All reasonable attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in any such action shall be added to the amount of such Assessments, late charges and interest, as shall any reasonable attorneys' fees and costs incurred in enforcing such judgment and right to collection. In the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the POA.

Section 9. Subordination of the Lien.

The lien of the Assessments provided for in this Article shall relate back to the date of the recording of this Declaration but shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the POA of a claim of lien) held by an institutional mortgage lender, as well as any Ground Lease, which is now or hereafter placed upon a Parcel, provided, however, that any such mortgage lender or

Ground Lessor when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure) or termination of the ground lease. Any unpaid Assessment which cannot be collected by way of a lien by reason of the provisions of this Section 9 shall be deemed to be an Assessment divided equally among, payable by and a lien against all Parcels subject to Assessment by the POA, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place. No mortgagee shall be required to collect Assessments. The lien provided for herein shall also be subject and subordinate to the lien for assessments set forth in the Village Declaration. Notwithstanding the foregoing, if the POA has been notified in writing of the existence of a tenant under a Ground Lease or mortgagee on any Parcel, then prior to the POA foreclosing on any lien under this Declaration, the POA shall first provide such tenant and/or mortgagee written notice of such claim for the lien and an opportunity to cure such lien within thirty (30) days following such tenant's and/or mortgagee's receipt of such written notice from the POA.

The POA shall promptly upon request (and in any event within twenty (20) days of the POA's receipt of such written request), provide written confirmation (in recordable form, if requested) to any mortgage holder or Ground Lessor that they have the status of such under this provision as well as the balance of this Declaration and such confirmation shall be binding and conclusive not only as to the POA but also any other party affected hereby.

Section 10. POA Funds.

The regular Assessments collected by the POA shall be held by the POA (or by a management entity in the POA's name) and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or other financial institutions, the deposits of which are insured by an agency or chartered corporation of the United States.

ARTICLE VI
MAINTENANCE OF BUILDINGS AND PARCELS

Section 1. Exteriors of Buildings.

Each Owner shall maintain the exterior surfaces of the Building (including signage) and all structures and other non-Common Area (except a Limited Common Area as to which the Owner of the Parcel is assigned maintenance duties per this Declaration) improvements located on each Parcel in a neat orderly and attractive manner and consistent with the general appearance of The Properties. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the reasonable judgment of the POA).

Section 2. Parcels.

The Owner shall also maintain the trees, shrubbery, grass and other landscaping on each Parcel (and any Limited Common Area as to which the Owner is assigned maintenance duties by this Declaration, and all parking and driveway areas, lighting and irrigation systems and free-standing signage (other than Common Area signs) in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. Without limiting the generality of the foregoing, each Parcel Owner shall be responsible for the installation and maintenance of sidewalks, swales and buffer landscaping on the Parcel adjacent to a Common Area roadway. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of The Properties as initially landscaped and improved taking into account prevailing weather and seasonal fluctuations (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The foregoing maintenance requirements shall not apply to any portion of a Parcel subject to the Rural Parkway Easement providing for the District to maintain such land.

Section 3. Remedies for Noncompliance.

In the event of the failure of an Owner to maintain a Building or Parcel in accordance with this Article, the POA shall have the right, upon thirty (30) days' prior written notice to the Owner (and to any tenant of Owner which Owner has notified the existence of in writing to the POA) at the address last appearing in the records of the POA, to enter upon the subject Parcel and perform such work as is necessary to bring the Building into compliance with the standards set forth in this Article. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration (including, without limitation, the imposition of fines or Special Assessments or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges.

In the event that the POA performs any remedial work on a Building pursuant to this Article, the costs and expenses thereof shall be deemed a Special Assessment under Article V Section 2. of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing the POA to assume same, and, additionally, to reimburse the POA for administrative expenses incurred, the Board of Directors may impose a surcharge of not more than ten percent (10%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid Special Assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the POA in its sole reasonable discretion.

Section 5. Right of Entry.

There is hereby created an easement in favor of the POA and its applicable designees over each Parcel for the purpose of entering onto such Parcel in the

performance of the work herein described, provided that the notice requirements of this Article are complied with, and any such entry is during reasonable hours.

Section 6. Limited Exemption for Construction.

To the extent that a Unit on a Parcel is under construction the provisions of this Article shall not apply to such Parcel until such time as the construction of the improvements thereon is completed as evidenced by the issuance of a certificate of occupancy therefor.

Notwithstanding the foregoing, each Parcel upon which construction (including, grading and site work) is being conducted shall be maintained in good order using best practices for such activities. Without limiting the generality of the foregoing, debris shall be kept in dumpsters and promptly removed as frequently as necessary, no unsightly plant growth shall be permitted, no run-off of soil or any other substance onto another Parcel, Common Areas or public roads shall be permitted and appropriate fencing shall be installed so as to adequately prevent unauthorized entry onto the Parcel. Declarant may impose additional requirements and restrictions for construction activities on a particular Parcel(s) per an agreement with the Owner thereof.

**ARTICLE VII
CERTAIN USE RESTRICTIONS**

Section 1. Compliance with Governmental Requirements.

All portions of The Properties shall be developed, occupied, used and maintained in accordance with all Governmental Requirements.

Section 2. Prohibited Uses.

No use of any portion of The Properties may be used in violation of any Governmental Requirement.

Section 3. Use Restrictions.

The Properties shall be used only for financial institutions, service shops, Retail Offices, retail stores selling retail merchandise normally carried in other shopping centers and restaurants with over fifty (50%) percent of gross revenues from food sales in that portion of The Properties located south of the centerline of the Primary Access Road, and restaurants with over seventy (70%) percent of gross revenues from food sales in that portion of The Properties located North of the centerline of the Primary Access Road, all as may be subject to the further restrictions of this Article VII. "Retail Offices" shall mean offices of the type customarily found in retail shopping centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, medical and dental offices, and travel agents, but shall not include educational or training facilities. No Retail Office use shall exceed 4,000 square feet and the total of all Retail Office use in The Properties shall not exceed 12,000 square feet; provided, however, in no event may more than 6,000 square feet of office

space be constructed in that portion of The Properties located north of the northern boundary line of the Primary Access Road. Any medical or dental Retail Office use within The Properties must comply with, and is expressly subject to, the use restrictions and other terms and provisions set forth in that certain Amended and Restated Declaration of Restrictions recorded in Book 31054, Page 1844 of the Official Records of Palm Beach County, Florida. In addition, the amount of Retail Office Space used by non-Retail Office users for office and administrative purposes in support of retail operations, and which is not open to the general public, shall not be considered Retail Office.

(A). Nuisances. Subject to the provisions of the foregoing paragraph, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community.

(B) General Use Restrictions. During the term of this Declaration, no portion of The Properties may be used for any of the following purposes without the prior written consent of the POA and Lowe's, the Owner of Parcel C shown and delineated on the Site Plan ("Parcel C"), which consent may be withheld in the sole discretion of the POA or Lowe's:

(i) A liquor store, tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of food therein comprises at least fifty (50%) percent of the restaurant's gross revenues; provided further, however, the foregoing shall not prohibit the operation of a national or regional liquor store having at least twenty operating locations.

(ii) A billiards parlor, bingo parlor, arcade, game room, skating rink or other amusement center, except that a bowling alley shall be permitted.

(iii) A theater (motion picture or live performance).

(iv) A truck stop.

(v) A gas station, automobile fueling station, service station, automotive repair shop or truck stop. Notwithstanding the foregoing, the installation of a fuel tank for the sale of fuel in containers in Lowe's ordinary course of business shall be allowed on the Lowe's Parcel and a gas station or gas station with convenience store is permitted on Parcel H shown on the Site Plan.

(vi) A flea market, open air market, thrift store, or pawn shop.

(vii) A training or educational facility (including, without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers; provided that such restriction shall not prohibit the incidental use by Lowe's or any other Owner of an otherwise permitted business

training or classes, such as “how to” classes taught in conjunction with the sale of retail items from an otherwise permitted retail use).

(viii) A child day care facility.

(ix) A car wash, except on an Outparcel and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe’s Parcel.

(x) A storage or mini-warehouse facility.

(xi) An establishment for the sale, storage (either temporary or permanent) or rental of automobiles, trucks, mobile homes, boats or recreational motor vehicles, however, Lowe’s shall have the right to (i) rent or allow rental of delivery trucks and similar vehicles and (ii) sell all-terrain or other recreational vehicles as an incidental part of its use of the Lowe’s Parcel.

(xii) A dry-cleaning plant, central laundry or laundromat; provided that a dry-cleaning store for drop off and pick up with no on-site drycleaning shall be permitted.

(xiii) A hotel or motel.

(xiv) Governmental offices.

(xv) Carnival or amusement park.

(xvi) Meeting hall, sporting event or other sports facility, auditorium, or any other like place of public assembly.

(xvii) A telephone call center.

(xviii) A cell tower.

(xix) A health club, gymnasium or spa; provided however, a national or regional health club or gym is permitted within the Properties provided it is located at least eighteen feet (18’) from the closest boundary line of Parcel C.

(C) Noxious Use Restrictions. During the term of this Declaration no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

(i) Any residential use;

(ii) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called “sexual toys”) or providing adult type entertainment or activities (including, without

limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).

(iii) A massage parlor, except that a location of a recognized national or regional provider of therapeutic massages with over twenty (20) operating locations under a single trade name, including, without limitation, Massage Envy or Elements Massage, shall be permitted.

(iv) A tattoo parlor.

(v) A mortuary, crematorium or funeral home.

(vi) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vii) A landfill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.

(viii) A gambling establishment or betting parlor.

(ix) Assembling, manufacturing, industrial, distilling, refining, smelting, agricultural, drilling, mining or quarry operation.

(x) Any mining, oil, gas or other natural resource drilling, extraction or operation.

(xi) Any business used for, or in support of, the promotion, growing, storage, delivery, use, consumption, or selling of Cannabis Sativa plants, seeds, products, extracts, foods, or derivatives (such as, but not by way of limitation, CBD, marijuana, hemp, and/or hashish); any substance chemically similar to any of the foregoing, such as, but not by way of limitation, synthetic substances containing delta-9-tetrahydrocannabinol (e.g., Marinol or dronabinol); or any paraphernalia, merchandise, or materials related thereto, whether any of the foregoing are authorized pursuant to the law (such as, but not by way of limitation, by prescription or medical referral) or otherwise.

(D) Exclusive Use Restrictions for the Benefit of Lowe's, Owner of Parcel C.

No portion of the Shopping Center other than Parcel C may be used for the following purposes:

(i) A hardware store or center;

(ii) An appliance, home electronics and/or lighting store or center; or any store selling grills and/or barbecues;

(iii) A nursery and/or lawn and garden store or center (including any store selling typical nursery or lawn and garden store products in outdoor areas, such as the seasonal sale of Christmas trees);

(iv) A paint, wallpaper, tile, flooring, carpeting and/or home decor store or center;

(v) A business selling or renting large construction equipment, earthmoving equipment, landscaping machinery and equipment, or material handling equipment (such as, but not limited to, excavators, skid steers, backhoes, trencher, forklifts, aerial lifts, dump trailers, telehandlers, and related supplies and accessories) or selling or renting small equipment and tools related to construction, home improvement, disaster relief or recovery, building maintenance, site work, or landscaping (including, without limitation, portable power products, floor care and pressure washing machines, climate control equipment, air compressors and nail guns, power tools, tile saws, concrete tools, paint and drywall tools and equipment, restoration and remediation equipment, drain cleaning and plumbing tools, demolition equipment, moving dollies, air compressors, augers, aerators, tillers and related supplies and accessories); and

(vi) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoy's, Menard's, stores operating under the Sears name (including, without limitation, Sears Hardware and Sears Home Appliance Showroom) or selling Sears branded goods (e.g. Craftsman, Kenmore), Great Indoors, Pacific Sales, hhgregg, Conn's, Sutherlands, Scotty's and Orchard Supply.

These restrictions or exclusive rights shall also apply to prohibit a business having space in its store devoted to selling the merchandise described in subparagraphs (D)(i) through (D)(v) above when the aggregate of such space (including any outdoor areas) for all such items exceeds the lesser of (i) five percent (5%) of the floor area of such building (which shall include an allocable portion of the aisle space adjacent to the floor area of such use) or (ii) 1,000 square feet of floor area (which shall include an allocable portion of the aisle space adjacent to the floor area of such use). The restrictions in the Section 3.4 shall not prohibit the operation of a Wal-Mart within the Shopping Center.

(E) The restrictions in Section 3(D) (collectively, "Lowe's Exclusive Uses") shall remain in effect until the date that is three (3) years after Lowe's, its successors, assigns or tenants cease operating a Lowe's retail store on Parcel C, excluding periods of building, expansion or rebuilding, for any reason, at which point the restrictions contained in Section 3(D) will no longer be of any force or effect until such time (if any) as Lowe's or its successors, assigns or tenants shall re-open a Lowe's retail store on any portion of the Lowe's Parcel for any one of the foregoing uses (in which case such restrictions shall be reinstated), which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

(F) The use restrictions and Lowe's Exclusive Uses in this Article VII may be enforced by the Association against an Owner in violation thereof for the benefit of the

non-violating Owners within The Properties. Further, the Association will enforce use restrictions and Lowe's Exclusive Uses in this Article VII upon the written request of a non-violating Owner that is a beneficiary of the use restrictions and Lowe's Exclusive Uses contained in this Article VII. Lowe's is hereby deemed a beneficiary of the use Restrictions and Lowe's Exclusive Uses by Declarant and the Association. In addition, Lowe's may sue to directly enforce the use restrictions and Lowe's Exclusive Uses contained in this Article VII against any Owner in violation thereof, including seeking damages and injunctive relief for such violation(s).

Section 4. Additional Restrictions.

Declarant may, in the event of a conveyance of a Parcel, impose additional use restrictions and conditions upon such Parcel as Declarant may desire and may, but shall not be required to, assign the right to enforce same to the POA in whole or in part and on an exclusive or non-exclusive basis.

Declarant may also record covenants and restrictions required by purchasers of Parcels for the benefit of such Parcels on portions of The Properties owned by Declarant, which covenants and restrictions may be enforced by the POA and/or the Owner(s) of the benefitted Parcel.

Section 5. Alterations of Common Areas.

Subject to the terms of Subsections 4(i)-(vii) in Article IV above, no Owner shall make any alterations to the Common Areas (including the SWMS); provided, however, that an Owner may alter the (easement) Common Areas within the Owner's applicable Parcel if approved by the POA (and SFWMD as to alterations to the SWMS) in its sole discretion, with the plans for, and construction of, such alteration to be governed as provided in Section 5 of this Article. In the event any such alteration increases the costs of the POA's maintenance of the applicable Common Areas or any other related expenses of the POA, then the amount of increase shall be levied against the Parcel as a Benefitted Assessment.

The permission of an impacted Owner will be required to any change to the Common Areas that adversely impacts: (a) access to an Owner's Parcel (including changes and additions to entrances or exits that adversely affect access to an Owner's Parcel), (b) vehicular traffic flow to any other Parcel in The Properties (including changes or additions to curb cuts or the orientation of parking spaces or drive aisles that adversely affect traffic flow to any other Parcel in The Properties), or (c) visibility of any other Owner's building or any sign on which any other Owner has a right to display a sign panel, and such consent may be withheld in the sole discretion of each Owner. No change may (a) reduce parking spaces below the minimum required by Governmental Requirements or that would otherwise cause The Properties or a Parcel to fall out of compliance with applicable parking codes and requirements, (b) alter the location of approved free-standing signs on a Parcel or the location of the Monument Signs, (c) relocate utility facilities, except as permitted in this Declaration or in the ECCR and subject to compliance with applicable Governmental Requirements, or (d) alter the Truck Route as depicted on

the Site Plan. There shall be no drive-through windows or lanes of traffic installed in an Outparcel unless areas within which such windows or lanes are permitted as shown initially on the Site Plan or (a) include sufficient distance provided for the stacking of a minimum of five (5) car lengths (of twenty feet each) from the order station to the drive entrance of such parcel, and (b) provide a minimum of three car lengths from the order station to the first service window. All drive-through facilities shall be subject to the Stacking Requirements set forth below in Section 6.

Section 6. Stacking Requirements.

In the event Owner of Parcel C or Parcel G (collectively, the “**Impacted Parties**” and individually, an “**Impacted Party**”), in its reasonable discretion, determines that traffic flow to and from any other Parcel within The Properties, including but not limited to, drive-thru or other traffic stacking area on a Parcel, materially and adversely impacts or interferes with traffic flow to or from Parcel C or Parcel G, or the access drives, common areas, or roadways serving Parcel C or Parcel G on a regular basis, the Impacted Party may provide the Owner of said Parcel (“**Impacting Owner**”) with written notice of same (and which will include reasonable detail as is necessary to identify the times and locations of such interference). Upon such written notice, the Impacted Party and the Impacting Owner will cooperate in the development of a mutually acceptable plan to promptly address the interference (the “**Traffic Plan**”). Such Traffic Plan may include (i) temporary traffic control measures, including but not limited to placing, at the Impacting Owner’s sole cost and expense, a traffic control manager in The Properties during peak hours and implementing other temporary traffic control measures as may be reasonably necessary (e.g., temporary signage and traffic cones), and (ii) a permanent Traffic Plan to enhance the traffic flow. The Impacting Owner agrees to diligently proceed with preparation of the permanent Traffic Plan and to present the permanent Traffic Plan to the relevant Impacted Party as soon as practicable. The Impacted Party shall reasonably cooperate with the Impacting Owner to review, modify, and implement the permanent Traffic Plan. So long as the parties are negotiating the permanent Traffic Plan in good faith, the Impacting Owner agrees to maintain temporary traffic control measures set forth in (i) above, at its sole cost and expense. The reasonable costs associated with implementing the Traffic Plan shall be solely born by the Impacting Owner, even if associated improvements (such as speed bumps or signs) are placed on the Impacted Party’s Parcel as part of the Traffic Plan.

Section 7. Outparcel Development.

Any Outparcel sold or developed within Shopping Center will only be developed under the following guidelines:

- (A) Buildings constructed on any of the Outparcels shall not exceed one (1) story.
- (B) Buildings constructed on any of the Outparcels shall not exceed twenty-eight (28) feet in height (excluding architectural features or building signage provided such architectural features and signage do

not exceed thirty-five percent (35%) of the total frontage of the applicable building and do not exceed thirty-two feet (32') in height), as measured from the finished floor elevation immediately adjacent to the building.

- (C) No building constructed on any Outparcel shall have a metal exterior, provided, however, that metal features and decorative components of the building shall be permitted; provided, further, however, a restaurant constructed on Parcel A, Parcel B or Parcel I shown on the Site Plan may have a primary metal exterior provided all the other requirements of this Declaration have been met.
- (D) Any rooftop equipment installed on any Outparcel shall be screened in a manner such that it (i) is in accordance with all applicable Governmental Regulations, and (ii) cannot be seen from the finished elevation of the parking lot adjacent to such Outparcel.
- (E) No rooftop signs shall be erected on any building constructed on any Outparcel.
- (F) Any signage on an Outparcel, other than any Monument Sign, must be approved by the POA and in no event may such sign exceed the height that is ten (10) feet below the bottom of any Monument Sign when freestanding or block the visibility of any signage on any Building located on Parcel C or Parcel G or the visibility of any Monument Sign.
- (G) Any Owner or other party purchasing or leasing from Declarant and having an ownership or leasehold interest in an Outparcel shall repair any damage caused to any of the utilities serving The Properties and the Outparcel which is caused by such Owner or party.
- (H) The foregoing restrictions and agreements are imposed on each of the Outparcels for the benefit of The Properties. The agreements, restrictions and covenants herein made shall be deemed restrictive covenants running with the land and shall be binding upon each of the Outparcels and any person who may from time to time own, lease, or otherwise have an interest in any of the Outparcels.

Section 8. Use of Common Areas.

Subject to the terms of Subsections 4(i)-(vii) in Article 4 above, no Common Areas shall be used for purposes other than their usual and customary intended purpose (*i.e.*, parking, driveway, pedestrian access, landscaping, utility distribution and signs) without the prior written approval of the POA (not to be unreasonably withheld), including such conditions as the POA may reasonably impose. By way of example only, a party wishing to have a special event in the Common Areas within a particular Parcel may be approved to do so on reasonable conditions, such as providing proof of insurance, scheduling of

the event and restrictions on temporary installations such as tents and signs and similar conditions.

Section 9. Additional Rules and Regulations.

The Board of Directors may adopt and amend, from time to time, additional reasonable rules and regulations governing the use of the Common Areas applicable uniformly to all Owners without the necessity of recording an amendment hereto or thereto in the public records.

Section 10. Eminent Domain.

(A) Owner's Right to Award. Nothing herein shall be construed to give any Owner or party any interest in any award or payment made to any other Owner or party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Owner's Parcel giving the public or any government any rights in said Parcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area located in The Properties, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the Owner thereof, and no claim thereon shall be made by the Owners of any other portion of the Common Area, except that (i) if the taking includes a Monument Sign easement or improvements benefitting more than one Party, including, but not limited to, any Monument Sign, utility facilities or Common Area Improvements, the Owners agree to cooperate to reasonably relocate such improvements and the portion of the award allocable thereto shall be used to relocate, replace or restore such improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof.

(B) Collateral Claims. All other Owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Owner.

(C) Tenant's Claim. Nothing in this Section 9 shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between tenant and Owner for all or a portion of any such award or payment.

Section 11. Damage and Destruction to Parcels.

In the event of the destruction or damage to any extent to any Buildings or Improvements on a Parcel other than Common Areas (which are the responsibility of the POA to repair as elsewhere specified herein), the affected Owner shall, in its sole and absolute discretion, either: (1) diligently commence and pursue completion of the repair or restoration of such Building or Improvement, or (2) within ninety (90) days after the destruction or damage, level such Building or Improvement, remove the debris and keep the Parcel reasonably neat, orderly, planted in grass and mowed/trimmed (or otherwise treated for dust and weed control) until subsequently improved, constructed upon and operated and so that the Parcel is in a reasonably clean, orderly, sightly and safe

condition. In the event any Building, structure or other Improvement on an Outparcel shall be damaged or destroyed by any fire or other casualty, the Owner, lessee or user of the Outparcel shall within ninety (90) days of such damage or destruction (a) commence to repair and/or reconstruct such improvements to the condition required by this Section; or (b) level such Building or improvement, remove the debris from the Outparcel and keep the Outparcel reasonably neat, orderly, planted in grass and mowed/trimmed until subsequently improved, constructed upon and operated and so that the Parcel is in a reasonably clean, orderly, sightly and safe condition.

Section 12. Restriction Against Overnight Parking of Vehicles.¹

The overnight parking of vehicles, including, but not limited to, 18-wheeler semi-trucks, shall be prohibited anywhere on The Properties; provided, however, that Lowe's shall be permitted to (i) park rental delivery trucks and similar vehicles in the parking field of Parcel C overnight in the ordinary course of its business and (ii) temporarily park Lowe's delivery trucks and trailers, including 18-wheeler semi-trucks, behind its Building located on Parcel C overnight to facilitate the unloading of goods, so long as Lowe's delivery trucks and trailers, including 18-wheeler semi-trucks, do not (a) have drivers sleeping in them overnight or (b) are not idling overnight.

**ARTICLE VIII
DAMAGE OR DESTRUCTION TO COMMON AREAS**

Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the POA shall cause such portions of the Common Areas to be repaired and reconstructed substantially as they previously existed.

(b) If the insurance proceeds are within Five Hundred Thousand Dollars (\$500,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the POA shall cause the damaged or destroyed portions of the Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital improvement assessment against all of the Owners in their respective shares in accordance with the provisions of Article V of this Declaration.

(c) If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars (\$500,000.00) to effect total restoration of the Common Areas, then by written consent or vote of the holders of at least two-thirds (2/3rds) of the votes in the POA, subject to Article IX hereof, the Association shall decide whether: (1) to rebuild and restore in a way which is less expensive than replacing the Common Areas in

¹ Under review by Lowe's.

substantially the same manner as they existed prior to being damaged; or (2) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Common Areas shall be effective without the written approval of the Board and any Owner that would be materially adversely affected by the decision to not rebuild the affected Common Areas, which can require rebuilding as it deems appropriate. If the requisite vote for either of the options set forth above, as well as the Board's approval, is not obtained, then the POA shall proceed with rebuilding per subsection (b), above.

(d) Each Owner shall be liable to the POA for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or its Owner's Permittees. Notwithstanding the foregoing, the POA reserves the right to charge such Owner an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Parcel, the liability of such Owner shall be joint and several. The cost of correcting such damage shall be an assessment against the Owner and may be collected as provided herein for the collection of assessments.

ARTICLE IX INSURANCE

Section 1. Common Areas.

The POA shall keep all insurable improvements, facilities and fixtures, if any, located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the POA may deem reasonably desirable. The POA may also insure any other property, whether real or personal, owned by the POA, against loss or damage by fire and such other hazards as the POA may deem reasonably desirable, with the POA as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the POA. Insurance proceeds shall be used by the POA for the repair or replacement of The Properties for which the insurance was carried. Premiums for all insurance carried by the POA are common expenses included in the Assessments made by the POA. All such insurance policies shall contain standard mortgagee clauses, if applicable.

Section 2. Replacement or Repair of Property.

In the event of damage to or destruction of any portion of the Common Areas, the POA shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article VIII of this Declaration.

Section 3. Waiver of Subrogation.

As to each policy of insurance maintained by the POA which will not be voided or impaired thereby, the POA hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance.

The POA shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the POA or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Owner against liability to each other Owner and to the POA and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The POA may also obtain Worker's Compensation insurance and other liability insurance as it may deem reasonably desirable, insuring each Owner and the POA and its Board of Directors and officers, from liability, the reasonable premiums for which shall be common expenses and included in the assessments made against the Owners. The POA may also obtain such other insurance as the Board deems reasonably appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its reasonable discretion.

The Board of Directors of the POA may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems reasonably advisable, insuring the Board or any management company engaged by the POA against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their Ownership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding/crime insurance of anyone (compensated or not) who handles or is responsible for funds held or administered by the POA, with the POA to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the POA or management company during the time the bond is in force.

**ARTICLE X
MORTGAGEE PROTECTION**

The following provisions included herein hereto (and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control):

(a) The POA shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the POA. Furthermore, such persons shall be entitled, within thirty (30) days of written request, to: (i) receive a .copy of the POA's financial statement

for the immediately preceding fiscal year; (ii) receive notices of and attend the POA meetings; (iii) receive notice from the POA of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the POA, which default is not cured within thirty (30) days after the POA learns of such default; and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a Mortgage on a Parcel and/or any tenant under Ground Lease on a Parcel shall have, if first requested in writing, the right to timely written notice of: (i) any condemnation or casualty loss affecting a material portion of the Common Areas; (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Parcel; (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the POA; and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Unless at least 66-2/3% of first Mortgagees (based upon one vote for each Mortgage owned), and the Owners holding at least two-thirds (2/3rds) of the votes entitled to be cast by them, have given their prior written approval, neither the POA nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the POA (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the POA or the Declarant or the transfer of the Common Areas to another similar POA of the Owners in accordance with the Articles of Incorporation of the POA or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);

(2) change the basic methods of determining the obligations, assessments, dues or other charges which may be levied against a Parcel, except as provided herein with respect to future Parcels;

(3) by act or omission, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of The Properties;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(5) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the improvements.

(d) The provisions of this Article shall also accrue to the benefit of a Ground Lessor, who/which shall have all rights and protections of a mortgagee hereunder.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of the POA, and the Owner of any Parcel or other land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of all the Parcels subject hereto has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notice.

Any notice required to be sent to any Owner or Owners under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, certified and postpaid, to the last known address of the person who appears as Owner or Owner on the records of the POA at the time of such mailing.

Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be accomplished 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 the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such right of enforcement shall include the right of all Owners (or such Owner's Ground Tenant, provided such Ground Tenant's lease is still in effect) to take action against the Association to enforce its covenants to maintain the applicable portions of The Properties and otherwise enforce, and perform its other duties under, this Declaration as provided herein or otherwise. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

Section 4. Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment.

The covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Declarant alone, for so long as it or its affiliates holds title to any Parcel affected by this Declaration; or alternatively by a meeting of Owners holding not less than 66-2/3% of all votes cast by the Owners, provided, that so long as the Declarant or its affiliates is the Owner of any Parcel affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest; and further provided, however, no amendment shall be effective if it increases the burdens, obligations, or restrictions on a Parcel or diminishes the rights, privileges or benefits on a Parcel, unless consented to and approved by the Owner of such Parcel. The foregoing sentence and the provisions of this Section reserving amendment powers in the Declarant may not be amended. Further, no provisions of this Declaration may be amended if it alters or impairs, benefits or privileges of a Declarant unless Declarant consents to same.

Any amendment to this Declaration which alters the Surface Water Management System, must have the prior approval of the South Florida Water Management District as provided in Article XIII, Section 4. hereof.

Section 6. Effective Date.

This Declaration shall become effective upon its recordation in the County Public Records.

Section 7. Conflict.

This Declaration shall take precedence over conflicting provisions in any rules and regulations and in the Articles of Incorporation and By-Laws of the POA and said Articles shall take precedence over the By-Laws.

Section 8. Interpretation.

This Declaration shall be construed without regard to the identity of the person or party who drafted the various provisions and any rule of construction that a document is to be construed against the drafting party shall not be applicable. Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

Section 9. Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the POA as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the POA (or either of them) as their lawful attorney-in-fact to execute any instrument

on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Notices and Disclaimers as to Water Bodies.

NEITHER DECLARANT, THE POA NOR ANY OF THEIR OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**LISTED PARTIES**") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

Section 11. Covenants Running With the Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1. hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to The Properties. Without limiting the generality of Section 4. hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such

provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 12. Attorney's Fees. In the event of any proceeding to enforce any breach hereof, the non-prevailing Owner shall pay the reasonable and documented attorneys' fees and disbursements (and the reasonable attorneys' fees and disbursements on appeal) of the prevailing Owner.

ARTICLE XII SURFACE WATER MANAGEMENT SYSTEM

Section 1. Operation.

The POA shall be responsible for the maintenance, operation and repair of the Surface Water Management System on Common Areas to the extent not performed by the City or District or located on a Parcel which serves only that Parcel (e.g., a pre-treatment area), which is hereby declared to be the responsibility of the Owner of the Parcel. Maintenance shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and required by the SFWMD. The POA shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the South Florida Water Management District. In the event that any portion of the Surface Water Management System is located on a Parcel, the applicable portion of the Parcel is hereby declared to be subject to an easement for the performance of the aforesaid activities by the POA.

The POA shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System to enter upon any portion of any Parcel which is a part of the Surface Water Management System, to maintain or repair any portion of the Surface Water Management System which is the responsibility of the Owner of a Parcel upon the Owner's failure to do so, in which case the POA's cost of doing so shall be a Beneficial Assessment immediately payable to the POA by the Owner Parcel of the applicable Parcel. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District and the POA.

Section 2. Ownership.

The Surface Water Management System for which the POA has primary maintenance and operation responsibility is to be deemed to be owned by the POA, notwithstanding that it may not hold fee simple title to all of the land within which portions of the SWMS are located.

Section 3. Costs.

The Association is responsible for assessing and collecting fees for the operation maintenance, and, if necessary, replacement of the Surface Water Management System. Fees shall be assessed and collected through the fee assessment process as set forth in Article V.

Section 4. Amendments.

Any amendment proposed to these documents which would affect the Surface Water Management System, conservation areas or water management portions of Common Areas shall be submitted to the SFWMD for review prior to finalization of the amendment. The SFWMD shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the SFWMD prior to the amendment of this document.

Section 5. Mitigation.

Monitoring and maintenance of any mitigation area, described in SFWMD Permit Number(s) 50-109382-P, shall be the responsibility of the POA. The POA must successfully complete the mitigation and satisfy all applicable permit conditions.

Section 6. Permit.

The Environmental Resource or Surface Water Management Permit is made a part of this document and is described in a separate notice thereof recorded or to be recorded in the Public Records of the County. Copies of the permit and any future permit actions of the SFWMD shall be maintained by the Registered Agent of the POA for the benefit of the POA.

Section 7. Enforcement.

The SFWMD has the right to take any enforcement action, including a civil action for an injunction and penalties, against the association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the POA.

Section 8. Inapplicability to District.

None of this Article XII shall apply to property owned by, dedicated to or operated by the District.

**ARTICLE XIII
DISCLAIMER OF LIABILITY OF THE POA**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE POA OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE POA (COLLECTIVELY, THE “**POA DOCUMENTS**”), THE POA SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR

IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OWNER'S PERMITTEE, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, OWNERS AND THEIR OWNER'S PERMITTEES OR FOR ANY PROPERTY OF ANY SUCH PERSONS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE POA.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE POA DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE POA AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE POA IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE POA DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE POA TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

(d) EACH OWNER OF ANY PORTION OF THE PROPERTIES (BY VIRTUE OF THE ACCEPTANCE OF TITLE THERETO) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE POA ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE POA HAS BEEN DISCLAIMED IN THIS ARTICLE.

(e) AS USED IN THIS ARTICLE, "POA" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE POA'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

(SIGNATURE PAGE FOLLOWS)

EXECUTED as of the date first above written.

WITNESSES:

MINTO PBLH, LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Name: John F. Carter, Manager

Print Name: _____
Address: _____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by John F. Carter, the Manager of Minto PBLH, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a _____ as identification.

(Notary Seal)

Notary Public State of Florida at Large
Name Printed: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTIES

Lot 1 of the plat of Westlake Pod G – North, as recorded in Plat Book 138, Page 5 of the public records of Palm Beach County Florida.

[Westlake Pod G – North Recorded Plat is attached]

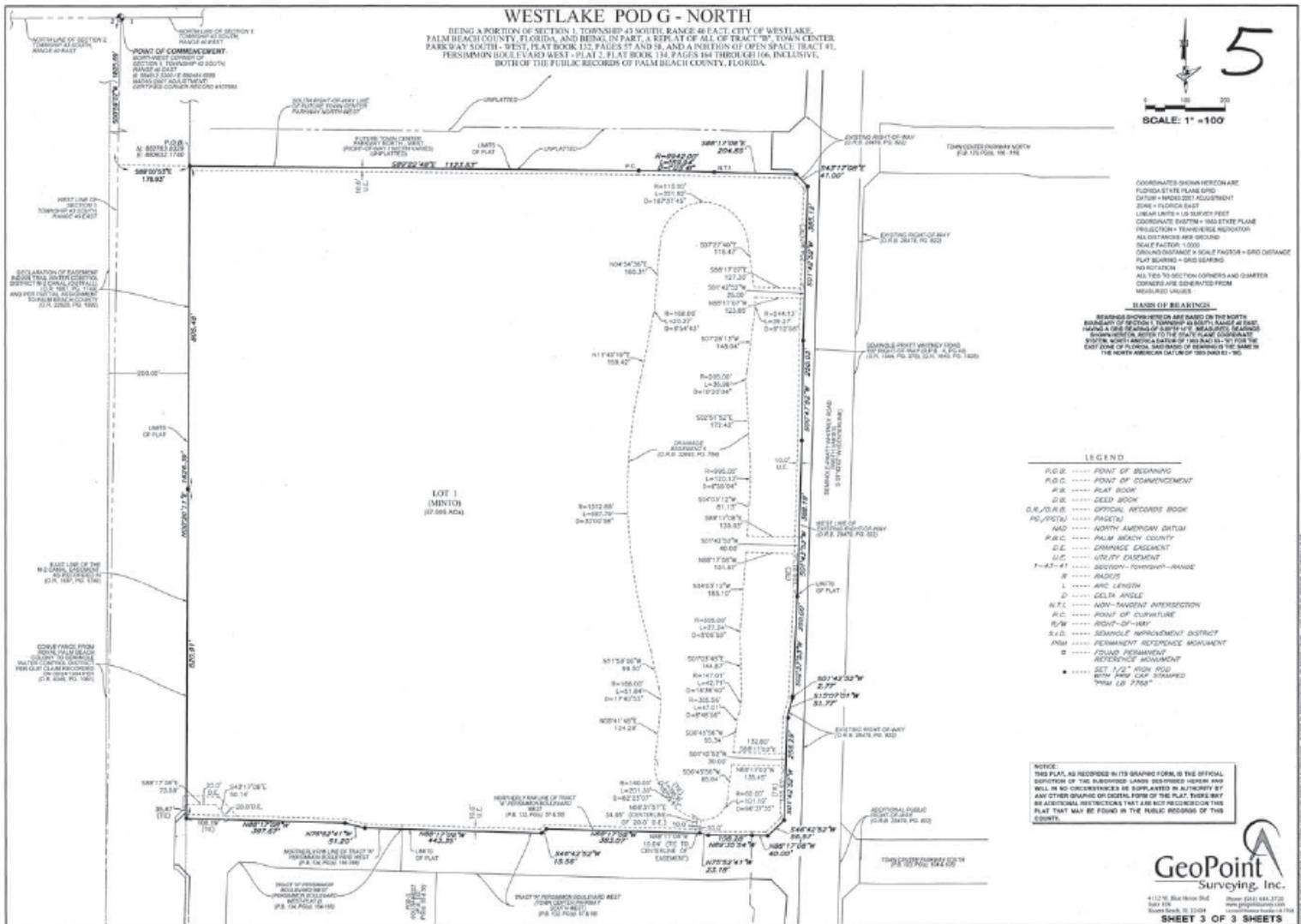


EXHIBIT "B"
LEGAL DESCRIPTIONS OF INITIAL COMMON AREAS

[ATTACHED]

Description Sketch (Not A Survey)

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W., ALONG THE WEST LINE OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, A DISTANCE OF 1825.69 FEET; THENCE S.89°00'53"E., DEPARTING SAID WEST LINE OF SECTION 1, A DISTANCE OF 178.93 FEET TO A POINT ON THE EAST LINE OF THE M-2 CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1687, PAGE 1749, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE S.89°22'48"E., A DISTANCE OF 92.73 FEET; THENCE S.01°42'52"W., A DISTANCE OF 542.59 FEET; THENCE N.88°17'08"W., A DISTANCE OF 18.00 FEET; THENCE S.01°42'52"W., A DISTANCE OF 203.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 66.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°57'38", A DISTANCE OF 31.06 TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°26'23", A DISTANCE OF 40.42 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 250.00 FEET AND A RADIAL BEARING OF S.80°11'37"W AT SAID INTERSECTION; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°31'15", A DISTANCE OF 50.27 FEET TO THE POINT OF TANGENCY; THENCE S.01°42'52"W., A DISTANCE OF 328.00 FEET; THENCE S.08°08'50"W., A DISTANCE OF 102.53 FEET; THENCE S.01°42'52"W., A DISTANCE OF 186.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 49.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°09'00", A DISTANCE OF 30.92 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 97.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°09'00", A DISTANCE OF 61.20 FEET TO THE POINT OF TANGENCY; THENCE S.01°42'52"W., A DISTANCE OF 12.42 FEET; THENCE N.89°39'49"W., A DISTANCE OF 22.66 FEET TO A POINT ON SAID EAST LINE OF THE M-2 CANAL EASEMENT; THENCE N.00°20'11"E. ALONG SAID EAST LINE OF THE M-2 CANAL EASEMENT, A DISTANCE OF 1578.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 112,242 SQUARE FEET OR 2.577 ACRES MORE OF LESS.

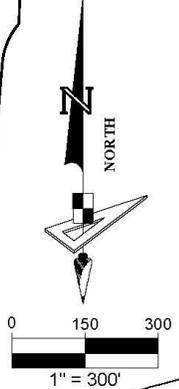
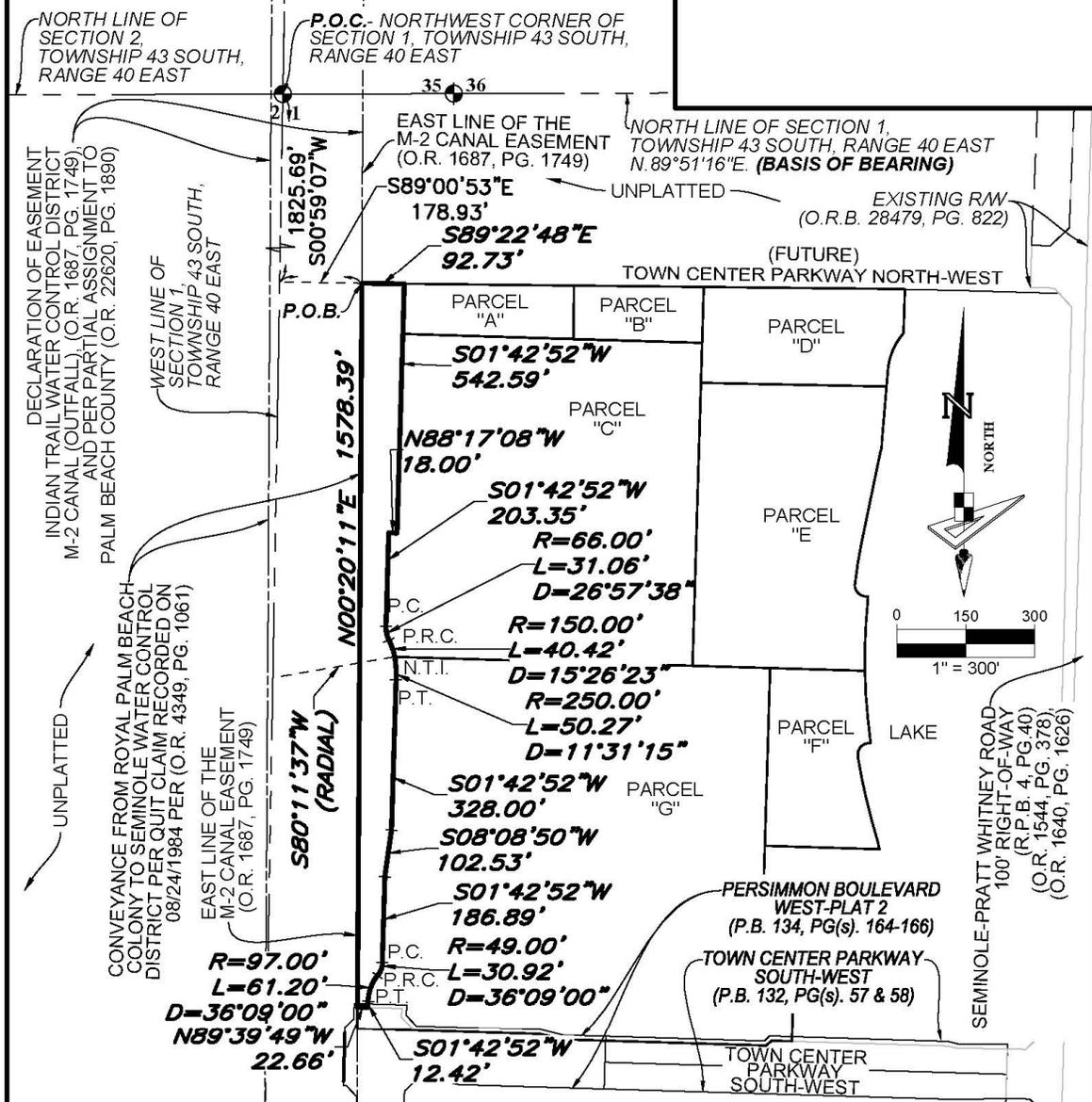
SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, HAVING A GRID BEARING OF N.89°51'16"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- 2) ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE SURVEY DIMENSIONS.
- 3) THIS DESCRIPTION SKETCH IS INTENDED TO BE DISPLAYED AT 1" = 300' OR SMALLER.

THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL, IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.060 AND 5J-17.062, SECTION 472.027 OF THE FLORIDA STATUTES.

<p>Surveyor's Certification</p> <p>I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.</p> <p>Gary Rager <small>Digitally signed by Gary Rager DN: cn=Gary Rager, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, email=Gary.Rager@GeoPointSurveying.com, date=2024.07.28 09:29:49-0700</small></p> <p>Gary A. Rager LS4828</p>	<p>JOB #: WESTLAKE POD G-RETENTION AREA</p> <p>DRAWN: SWM DATE: 01/22/2024 CHECKED: SAB</p> <p>Prepared For: Minto Communities</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">07/16/24</td> <td style="width: 45%;">REV BOUNDARY</td> <td style="width: 10%;">GAR</td> <td style="width: 10%;">SAB</td> </tr> <tr> <td>07/23/24</td> <td>REV BOUNDARY</td> <td>GAR</td> <td>SAB</td> </tr> </table>	07/16/24	REV BOUNDARY	GAR	SAB	07/23/24	REV BOUNDARY	GAR	SAB	<p style="text-align: right;">East Florida 4152 West Blue Heron Boulevard Suite 105 Riviera Beach, Florida 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business No.: LB7768</p> <div style="text-align: right;">  <p>GeoPoint Surveying, Inc.</p> </div>
07/16/24	REV BOUNDARY	GAR	SAB							
07/23/24	REV BOUNDARY	GAR	SAB							
<p>FILE PATH: W:\WESTLAKE\WESTLAKE - NAVD88\SURVEY\POD_GL\POD G PARCELS\POD G-RETENTION.DWG LAST SAVED BY: JEANF 01 of 02</p>										

Description Sketch (Not A Survey)



LEGEND

- | | |
|--------------------------------------|------------------------------------|
| P.O.C. -- POINT OF COMMENCEMENT | R.P.B. -- ROAD PLAT BOOK |
| P.O.B. -- POINT OF BEGINNING | N.T.I. -- NON-TANGENT INTERSECTION |
| O.R./O.R.B. -- OFFICIAL RECORDS BOOK | R/W -- RIGHT-OF-WAY |
| P.B. -- PLAT BOOK | P.T. -- POINT OF TANGENCY |
| PG./PG(s) -- PAGE(S) | R -- RADIUS |
| 1-43-40 -- SECTION-TOWNSHIP-RANGE | L -- ARC LENGTH |
| ⊙ -- SECTION CORNER | D -- DELTA-CENTRAL ANGLE |
| P.R.C. -- POINT OF REVERSE CURVATURE | |

See Sheet 1 for Signature & Revisions

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GeoPoint
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Description Sketch (Not A Survey)

DESCRIPTION:

A PORTION OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST LINE OF THE M-2 CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1687, PAGE 1749, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.89°22'48"E., A DISTANCE OF 95.03 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE S.89°22'48"E., A DISTANCE OF 26.07 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A RADIAL BEARING OF S.76°22'38"E., AT SAID INTERSECTION; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°54'30", A DISTANCE OF 8.31 FEET TO THE POINT OF TANGENCY; THENCE S.01°42'52"W., A DISTANCE OF 86.68 FEET; THENCE S.88°17'08"E., A DISTANCE OF 331.71 FEET; THENCE N.00°37'12"E., A DISTANCE OF 81.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'00", A DISTANCE OF 20.94 FEET TO NON-TANGENT INTERSECTION; THENCE S.89°22'48"E., A DISTANCE OF 30.38 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A RADIAL BEARING OF S.76°22'38"E., AT SAID INTERSECTION; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'10", A DISTANCE OF 9.08 FEET TO THE POINT OF TANGENCY; THENCE S.00°37'12"W., A DISTANCE OF 92.69 FEET; THENCE S.88°17'08"E., A DISTANCE OF 234.03 FEET; THENCE N.01°42'52"E., A DISTANCE OF 85.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°05'41", A DISTANCE OF 21.71 FEET TO A NON-TANGENT INTERSECTION; THENCE S.89°22'48"E., A DISTANCE OF 64.62 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A RADIAL BEARING OF S.76°22'38"E., AT SAID INTERSECTION; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°54'30", A DISTANCE OF 8.31 FEET TO THE POINT OF TANGENCY; THENCE S.01°42'52"W., A DISTANCE OF 102.07 FEET; THENCE S.08°22'34"W., A DISTANCE OF 99.13 FEET; THENCE S.01°42'52"W., A DISTANCE OF 603.05 FEET; THENCE S.88°17'08"E., A DISTANCE OF 299.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°54'50", A DISTANCE OF 26.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 98.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°54'50", A DISTANCE OF 25.51 FEET TO THE POINT OF TANGENCY; THENCE S.88°17'08"E., A DISTANCE OF 12.91 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1312.88 FEET AND A RADIAL BEARING OF N.89°50'40"E., AT SAID INTERSECTION; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'48", A DISTANCE OF 79.36 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 48.00 FEET AND A RADIAL BEARING OF S. 86°41'32"E. AT SAID INTERSECTION; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°35'35", A DISTANCE OF 76.73 FEET TO THE POINT OF TANGENCY; THENCE S.88°17'08"E., A DISTANCE OF 333.75 FEET; THENCE N.46°42'52"E., A DISTANCE OF 70.71 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 203.36 FEET; THENCE N.43°17'08"W., LEAVING SAID WEST

(DESCRIPTION CONTINUED ON NEXT PAGE)

THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.060 AND 5J-17.062, SECTION 472.027 OF THE FLORIDA STATUTES.

<p>Surveyor's Certification</p> <p>I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.</p> <p>Gary Rager Digitally signed by Gary Rager Date: 2024.09.24 09:21:41 -0400</p> <p>Gary A. Rager LS4828</p>		<p>JOB #: WESTLAKE POD GN-ACCESS</p> <p>DRAWN: GAR DATE: 08/27/2024 CHECKED: JLF</p> <p>Prepared For: Minto Communities</p>		<p>East Florida 4152 West Blue Heron Boulevard Suite 105 Riviera Beach, Florida 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business No.: LB7768</p>  <p>GeoPoint Surveying, Inc.</p>	
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Description Sketch (Not A Survey)

(DESCRIPTION CONTINUED FROM PREVIOUS PAGE)

RIGHT-OF-WAY LINE, A DISTANCE OF 70.71 FEET; THENCE N.88°17'08"W., A DISTANCE OF 323.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 48.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°27'31", A DISTANCE OF 81.65 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1312.88 FEET AND A RADIAL BEARING OF N. 84°15'21"E. AT SAID INTERSECTION; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'41", A DISTANCE OF 84.66 FEET TO A NON-TANGENT INTERSECTION; THENCE N.88°17'08"W., A DISTANCE OF 15.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 98.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°54'50", A DISTANCE OF 25.51 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°54'50", A DISTANCE OF 26.03 FEET TO THE POINT OF TANGENCY; THENCE N.88°17'08"W., A DISTANCE OF 129.90 FEET; THENCE S.01°42'52"W., A DISTANCE OF 489.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 203.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°15'00", A DISTANCE OF 89.46 FEET TO THE POINT OF TANGENCY; THENCE S.23°32'08"E., A DISTANCE OF 85.67 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 212.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°15'00", A DISTANCE OF 93.43 FEET TO THE POINT OF TANGENCY; THENCE S.01°42'52"W., A DISTANCE OF 34.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'00", A DISTANCE OF 20.94 FEET TO A NON-TANGENT INTERSECTION; THENCE N.88°17'08"W. ALONG THE NORTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY SOUTH-WEST AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH-WEST, AS RECORDED IN PLAT BOOK 132, PAGES 57 AND 58 OF SAID PUBLIC RECORDS, A DISTANCE OF 41.88 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 40.00 FEET AND A RADIAL BEARING OF N.75°16'58"W., AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'10", A DISTANCE OF 9.08 FEET TO THE POINT OF TANGENCY; THENCE N.01°42'52"E., A DISTANCE OF 66.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 201.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°15'00", A DISTANCE OF 88.58 FEET TO THE POINT OF TANGENCY; THENCE N.23°32'08"W., A DISTANCE OF 55.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 227.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°15'00", A DISTANCE OF 100.04 FEET TO THE POINT OF TANGENCY; THENCE N.01°42'52"E., A DISTANCE OF 492.96 FEET; THENCE N.88°17'08"W., A DISTANCE OF 804.48 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 250.00 FEET AND A RADIAL BEARING OF S.82°59'15"W., AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°47'38", A DISTANCE OF 12.19 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 04°43'22", A DISTANCE OF 12.36 FEET TO A NON-TANGENT INTERSECTION; THENCE S.88°17'08"E., A DISTANCE OF 640.26 FEET; THENCE N.01°42'52"E., A DISTANCE OF 599.45 FEET; THENCE N.14°21'45"W., A DISTANCE OF 81.25 FEET; THENCE N.88°17'08"W., A DISTANCE OF 613.75 FEET; THENCE N.01°42'52"E., A DISTANCE OF 114.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°05'51", A DISTANCE OF 9.84 FEET TO THE POINT OF BEGINNING.

CONTAINING: 144,361 SQUARE FEET OR 3.314 ACRES MORE OR LESS.

East Florida
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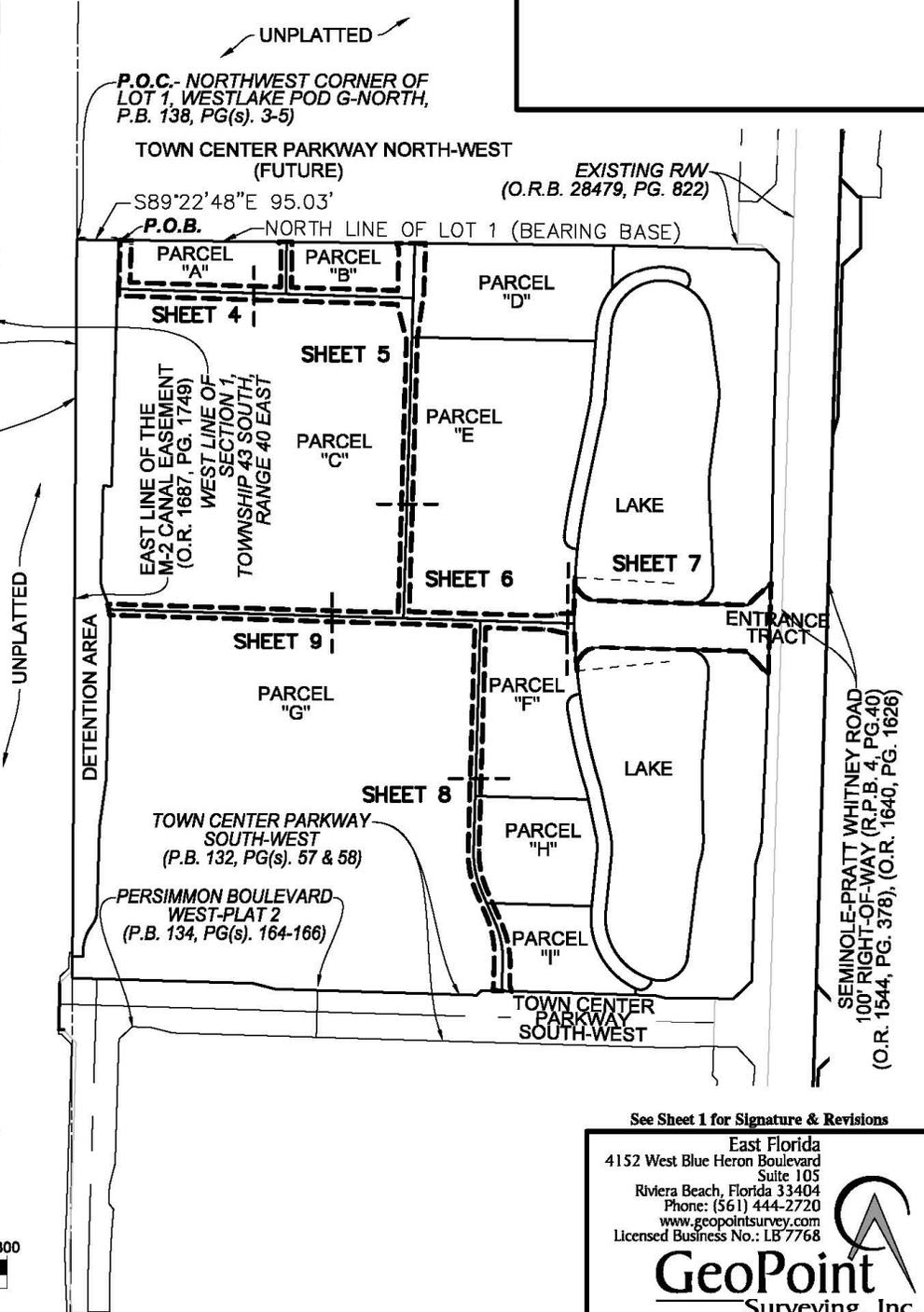
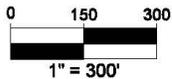
See Sheet 1 for Signature & Revisions

FILE PATH: W:\WESTLAKE\WESTLAKE - NAVD88\SURVEY\POD G\POD G PARCELS\G-NORTH-PARCEL-HOAP\POD G-ACCESS.DWG LAST SAVED BY: GARYR 02 of 09

Description Sketch (Not A Survey)

CONVEYANCE FROM ROYAL PALM BEACH COLONY TO SEMINOLE WATER CONTROL DISTRICT PER QUIT CLAIM RECORDED ON 08/24/1984 PER (O.R. 4349, PG. 1061)

DECLARATION OF EASEMENT INDIAN TRAIL WATER CONTROL DISTRICT M-2 CANAL (OUTFALL), (O.R. 1687, PG. 1749), AND PER PARTIAL ASSIGNMENT TO PALM BEACH COUNTY (O.R. 22620, PG. 1890)



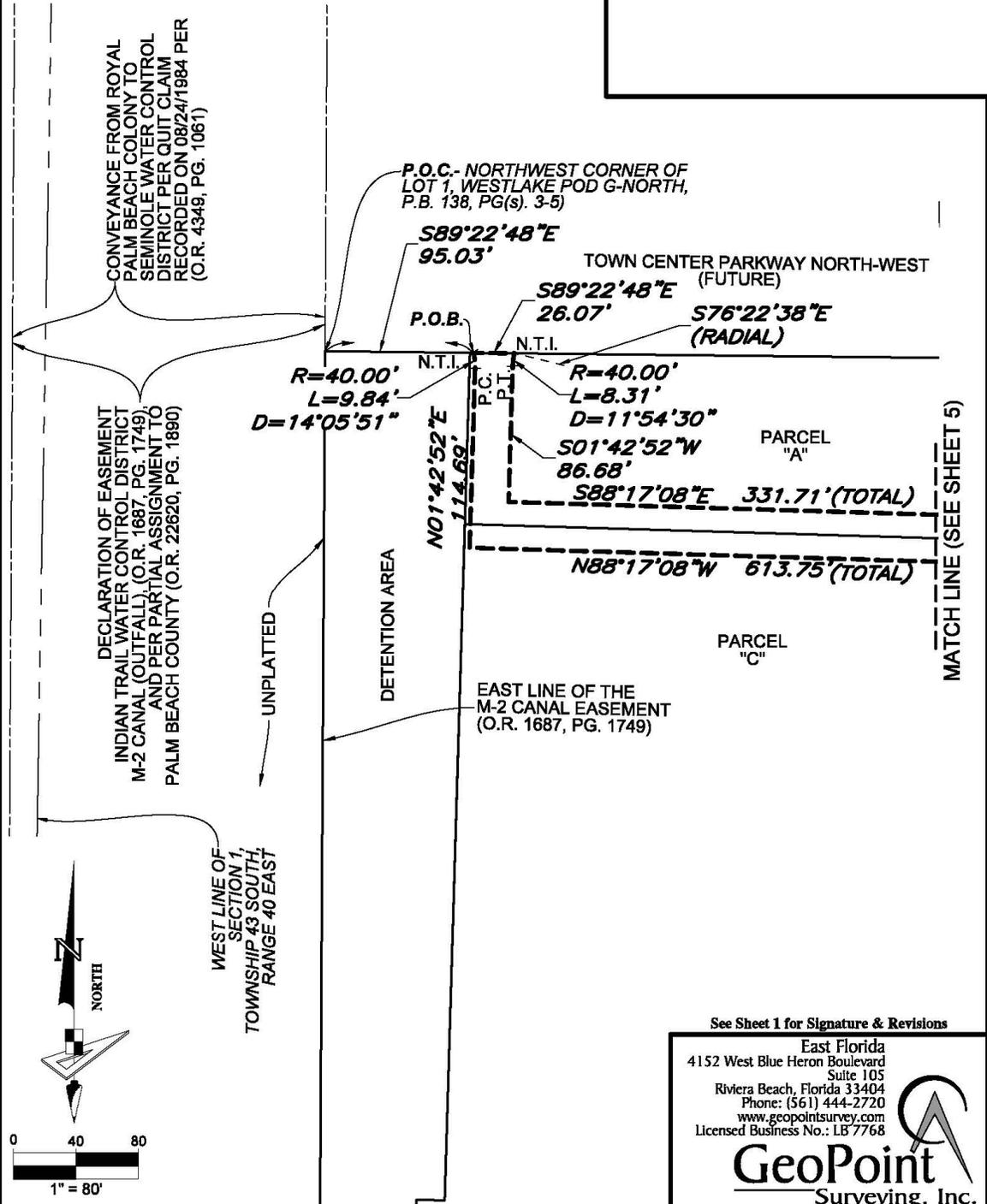
See Sheet 1 for Signature & Revisions

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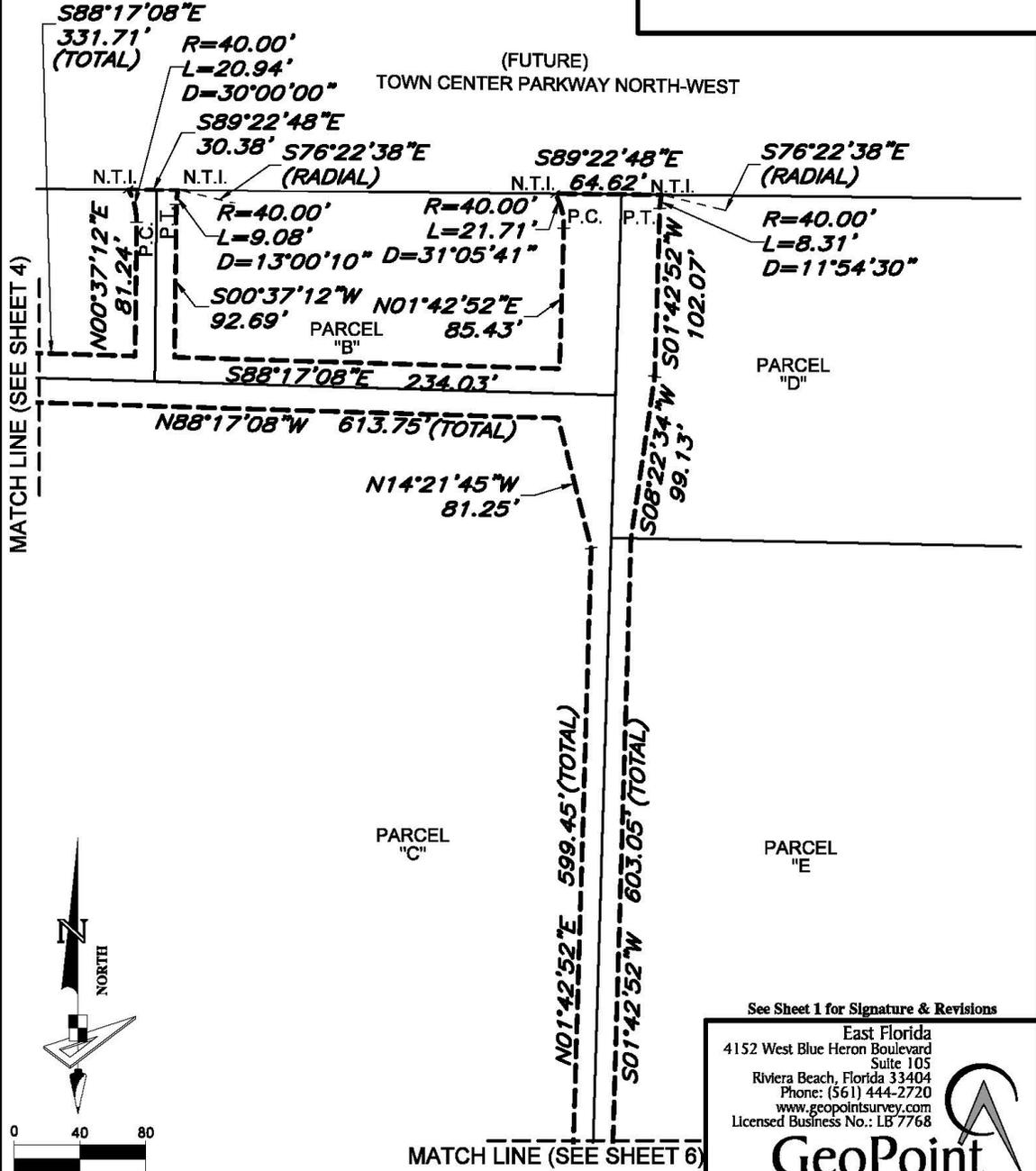
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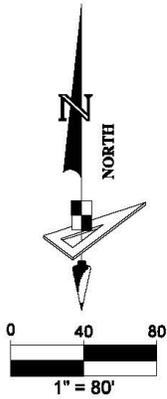
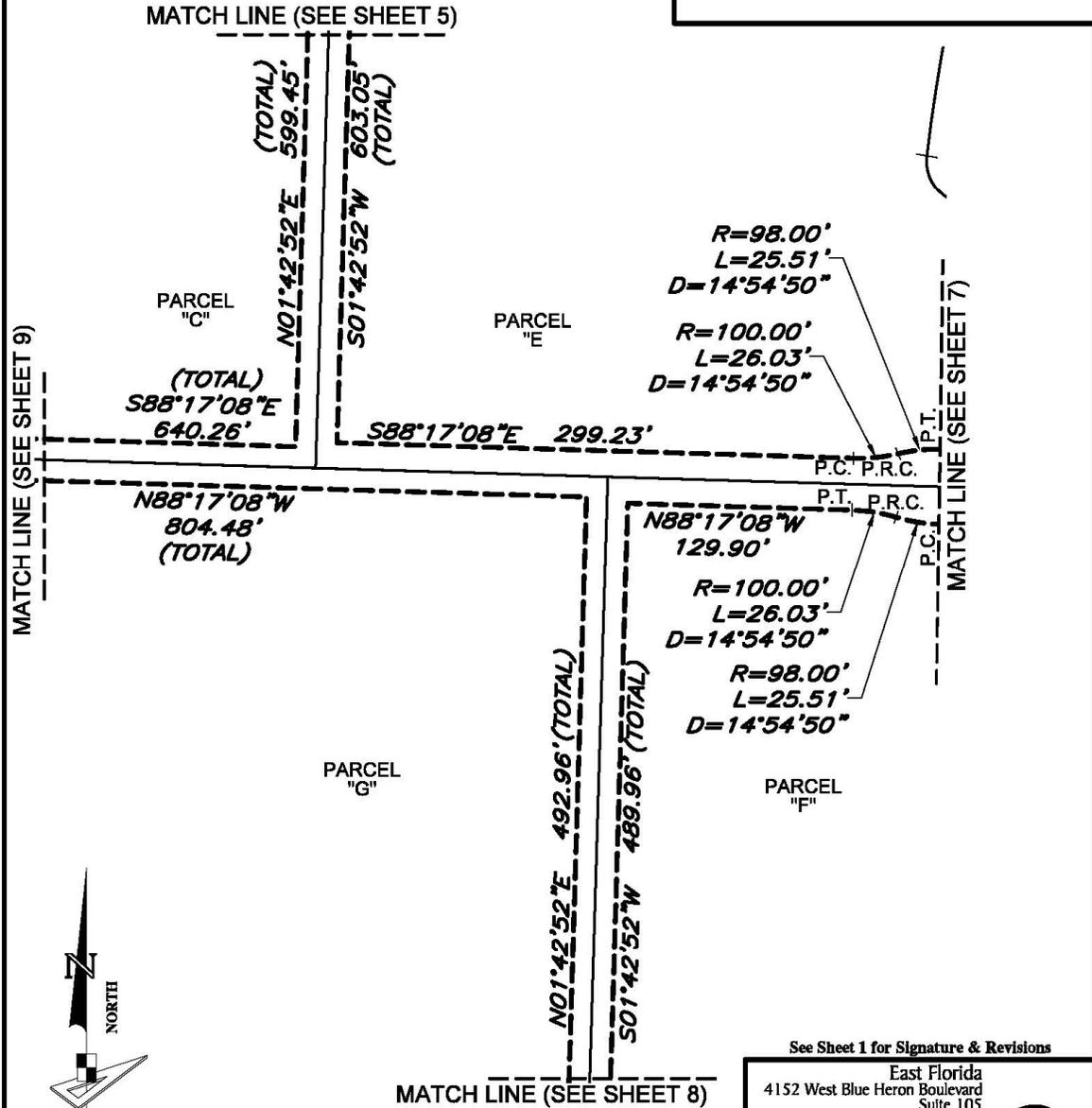
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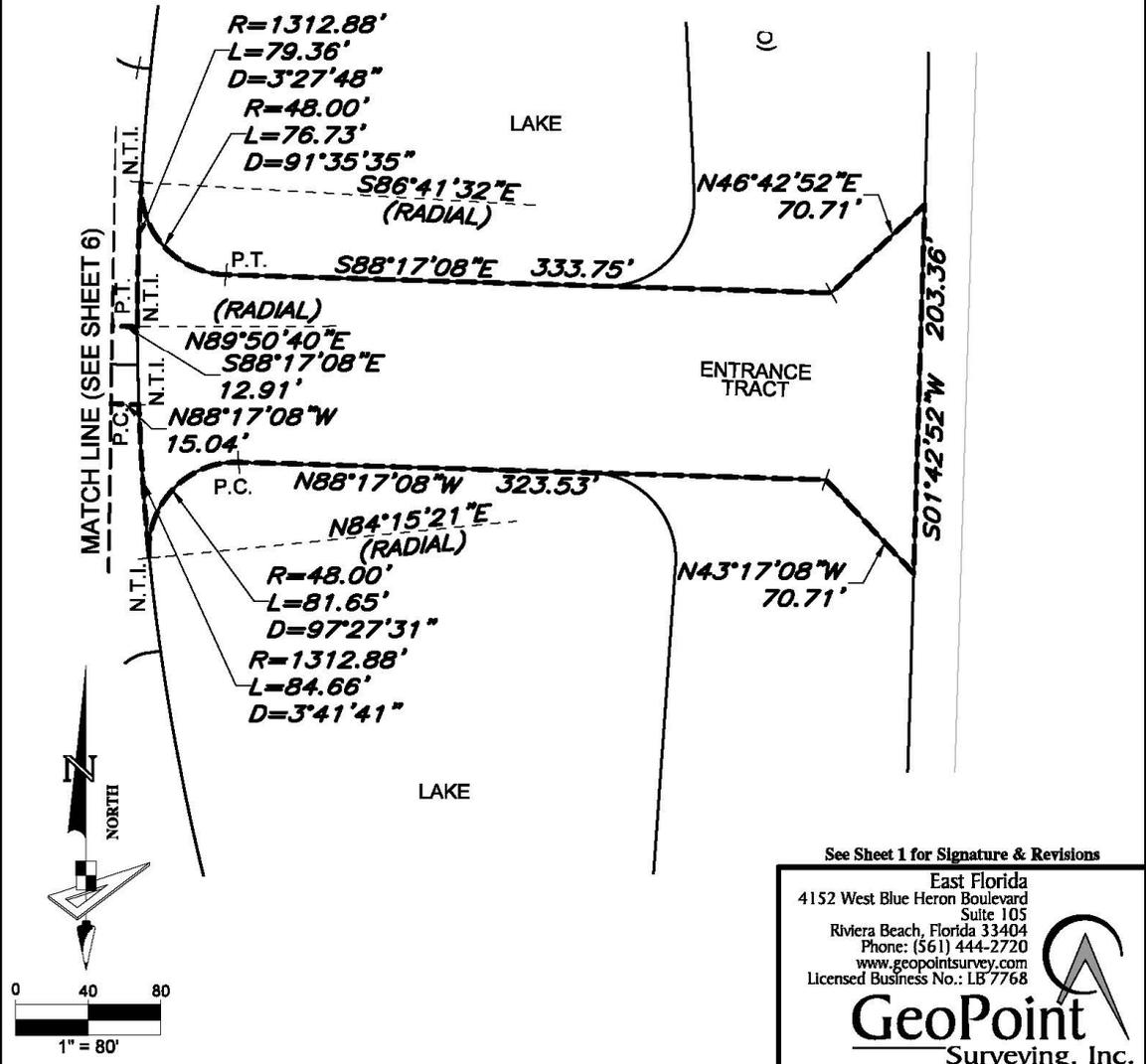
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Description Sketch (Not A Survey)

LEGEND

- | | |
|--------------------------------------|------------------------------------|
| P.O.C. -- POINT OF COMMENCEMENT | R.P.B. -- ROAD PLAT BOOK |
| P.O.B. -- POINT OF BEGINNING | R/W -- RIGHT-OF-WAY |
| O.R./O.R.B. -- OFFICIAL RECORDS BOOK | P.T. -- POINT OF TANGENCY |
| P.B. -- PLAT BOOK | N.T.I. -- NON-TANGENT INTERSECTION |
| PG./PG(S) -- PAGE(S) | R -- RADIUS |
| 1-43-40 -- SECTION-TOWNSHIP-RANGE | L -- ARC LENGTH |
| ◆ -- SECTION CORNER | D -- DELTA-CENTRAL ANGLE |
| P.R.C. -- POINT OF REVERSE CURVATURE | |



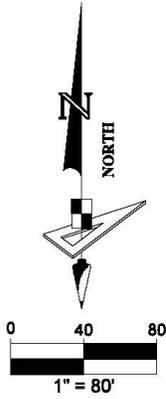
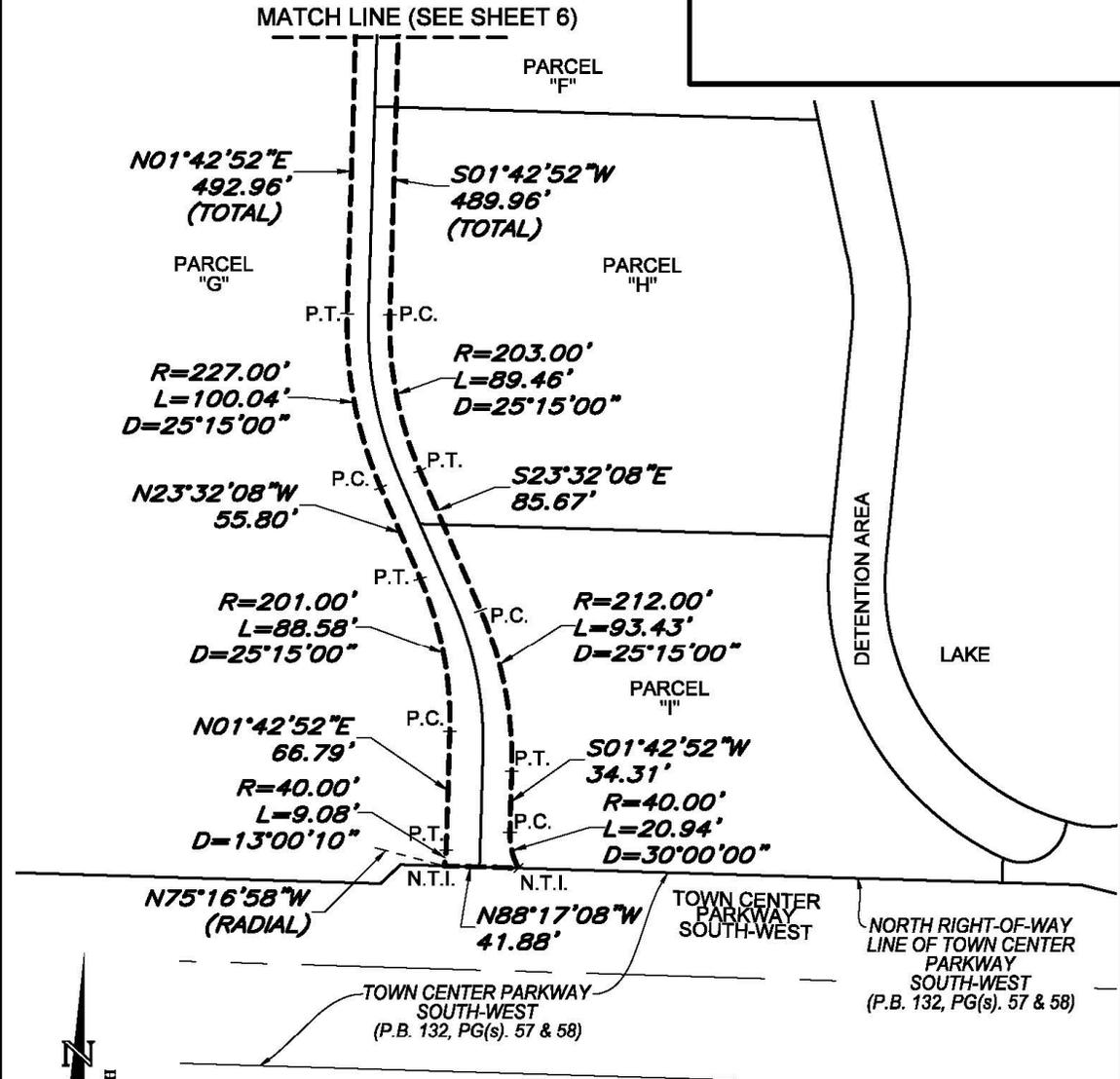
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 www.geopointsurvey.com
 Licensed Business No.: LB7768



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Description Sketch (Not A Survey)



See Sheet 1 for Signature & Revisions

East Florida
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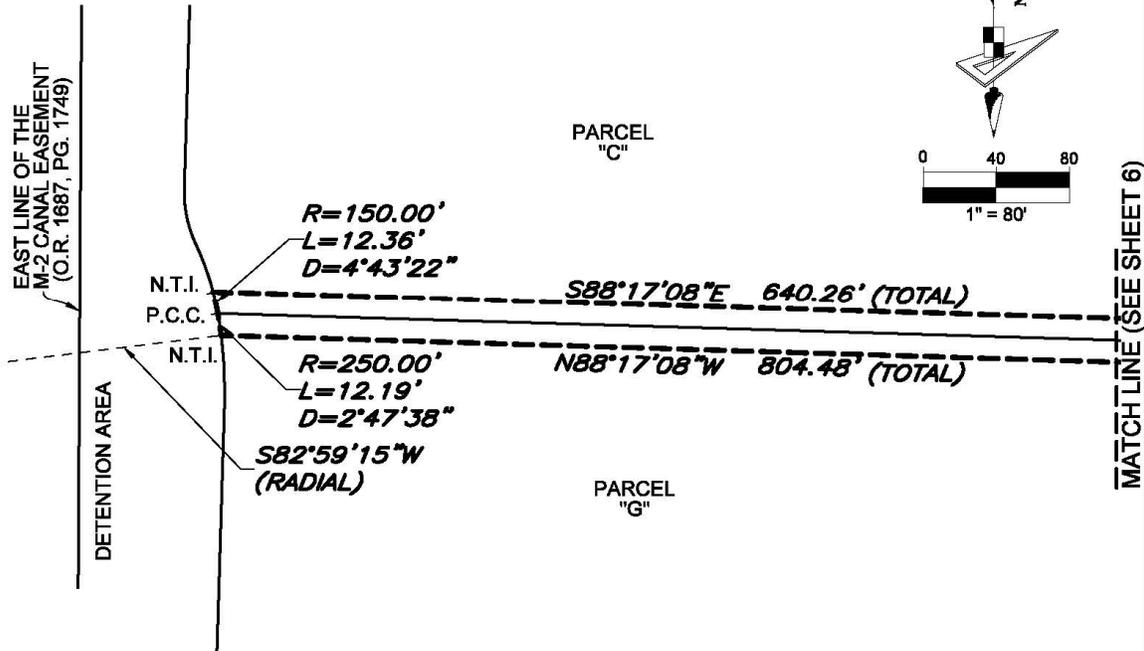


GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

LEGEND

P.O.C. -- POINT OF COMMENCEMENT
P.O.B. -- POINT OF BEGINNING
O.R./O.R.B. -- OFFICIAL RECORDS BOOK
P.B. -- PLAT BOOK
PG./PG(s) -- PAGE(S)
1-43-40 -- SECTION-TOWNSHIP-RANGE
 -- SECTION CORNER
P.R.C. -- POINT OF REVERSE CURVATURE
R.P.B. -- ROAD PLAT BOOK
R/W -- RIGHT-OF-WAY
P.T. -- POINT OF TANGENCY
N.T.I. -- NON-TANGENT INTERSECTION
R -- RADIUS
L -- ARC LENGTH
D -- DELTA-CENTRAL ANGLE



SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 1, WITH A GRID BEARING OF $N.89^{\circ}22'48''E.$, AS SHOWN ON THE PLAT OF WESTLAKE POD G-NORTH, AS RECORDED IN PLAT BOOK 138, PAGER 3 AND REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- 2) ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE SURVEY DIMENSIONS.
- 3) THIS DESCRIPTION SKETCH IS INTENDED TO BE DISPLAYED AT 1" = 80' AND 300' OR SMALLER.

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Description Sketch (Not A Survey)

DESCRIPTION:

A PORTION OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST LINE OF THE M-2 CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1687, PAGE 1749, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.89°22'48"E., A DISTANCE OF 1123.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 9942.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'22", A DISTANCE OF 58.88 FEET TO A NON-TANGENT INTERSECTION; THENCE S.01°42'52"W., A DISTANCE OF 96.40 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 142.00 FEET AND A RADIAL BEARING OF RADIAL BEARING OF S.49°20'31"E. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°13'45", A DISTANCE OF 169.10 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°20'16", A DISTANCE OF 44.65 FEET TO THE POINT OF TANGENCY; THENCE S.31°13'30"W., A DISTANCE OF 4.30 TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 110.00 FEET AND A RADIAL BEARING OF S.31°13'30"W. AT SAID INTERSECTION; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°18'54", A DISTANCE OF 223.31 FEET TO THE POINT OF TANGENCY; THENCE S.04°54'36"W., A DISTANCE OF 160.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 168.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°54'43", A DISTANCE OF 20.27 FEET TO THE POINT OF TANGENCY; THENCE S.11°49'19"W., A DISTANCE OF 159.42 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1312.88 FEET AND A RADIAL BEARING OF S.77°09'27"E. AT SAID INTERSECTION; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°47'54", A DISTANCE OF 155.78 FEET TO A NON-TANGENT INTERSECTION; THENCE N.83°57'21"W., A DISTANCE OF 6.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°05'07", A DISTANCE OF 39.74 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1344.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°42'03", A DISTANCE OF 133.81 FEET TO A NON-TANGENT INTERSECTION; THENCE N.11°49'19"E., A DISTANCE OF 159.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 136.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°54'43", A DISTANCE OF 16.41 FEET TO THE POINT OF TANGENCY; THENCE N.04°54'36"E., A DISTANCE OF 160.31 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 142.00 FEET AND A RADIAL BEARING OF X AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°44'54", A DISTANCE OF 88.60 FEET TO THE POINT OF BEGINNING.

CONTAINING: 23,718 SQUARE FEET OR 0.544 ACRES MORE OR LESS.

THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL, IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.060 AND 5J-17.062, SECTION 472.027 OF THE FLORIDA STATUTES.

Surveyor's Certification
I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

JOB #: WESTLAKE POD G-N DETENTION 2			
DRAWN: GAR	DATE: 08/16/2024	CHECKED: JLF	
Prepared For: Minto Communities			

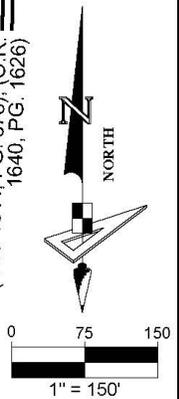
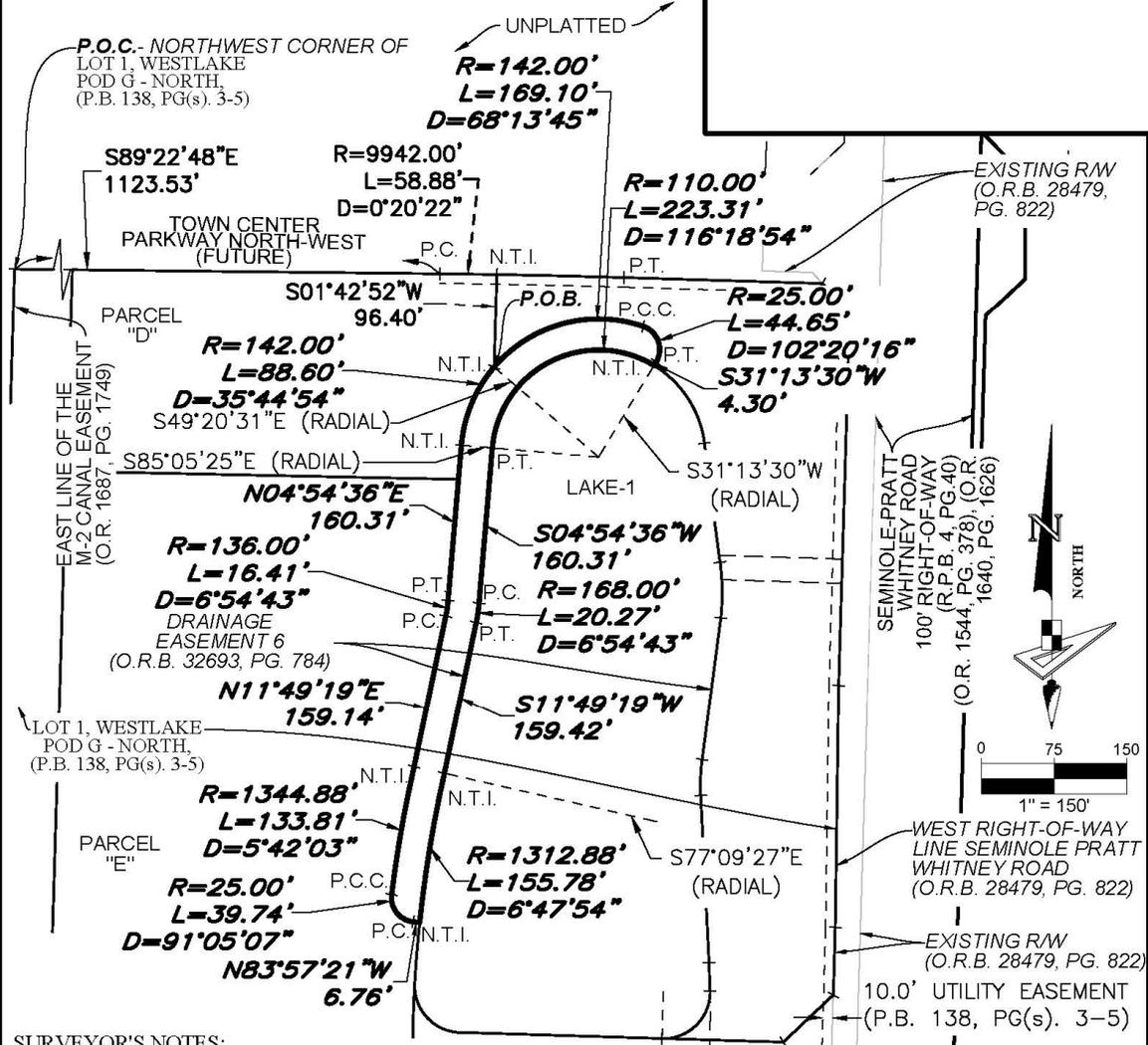
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GeoPoint
Surveying, Inc.

Gary A. Rager LS4828

Description Sketch (Not A Survey)



SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, HAVING A GRID BEARING OF S.00°59'07"W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- 2) ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE SURVEY DIMENSIONS.
- 3) THIS DESCRIPTION SKETCH IS INTENDED TO BE DISPLAYED AT 1" = 150' OR SMALLER.

LEGEND

P.O.C. -- POINT OF COMMENCEMENT	R.P.B. -- ROAD PLAT BOOK
P.O.B. -- POINT OF BEGINNING	N.T.I. -- NON-TANGENT INTERSECTION
O.R./O.R.B. -- OFFICIAL RECORDS BOOK	R/W -- RIGHT-OF-WAY
P.B. -- PLAT BOOK	P.T. -- POINT OF TANGENCY
PG./PG(s) -- PAGE(S)	P.C. -- POINT OF CURVATURE
1-43-40 -- SECTION-TOWNSHIP-RANGE	R -- RADIUS
◆ -- SECTION CORNER	L -- ARC LENGTH
P.C.C. -- POINT OF COMPOUND CURVATURE	D -- DELTA-CENTRAL ANGLE

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Description Sketch (Not A Survey)

DESCRIPTION:

A PORTION OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

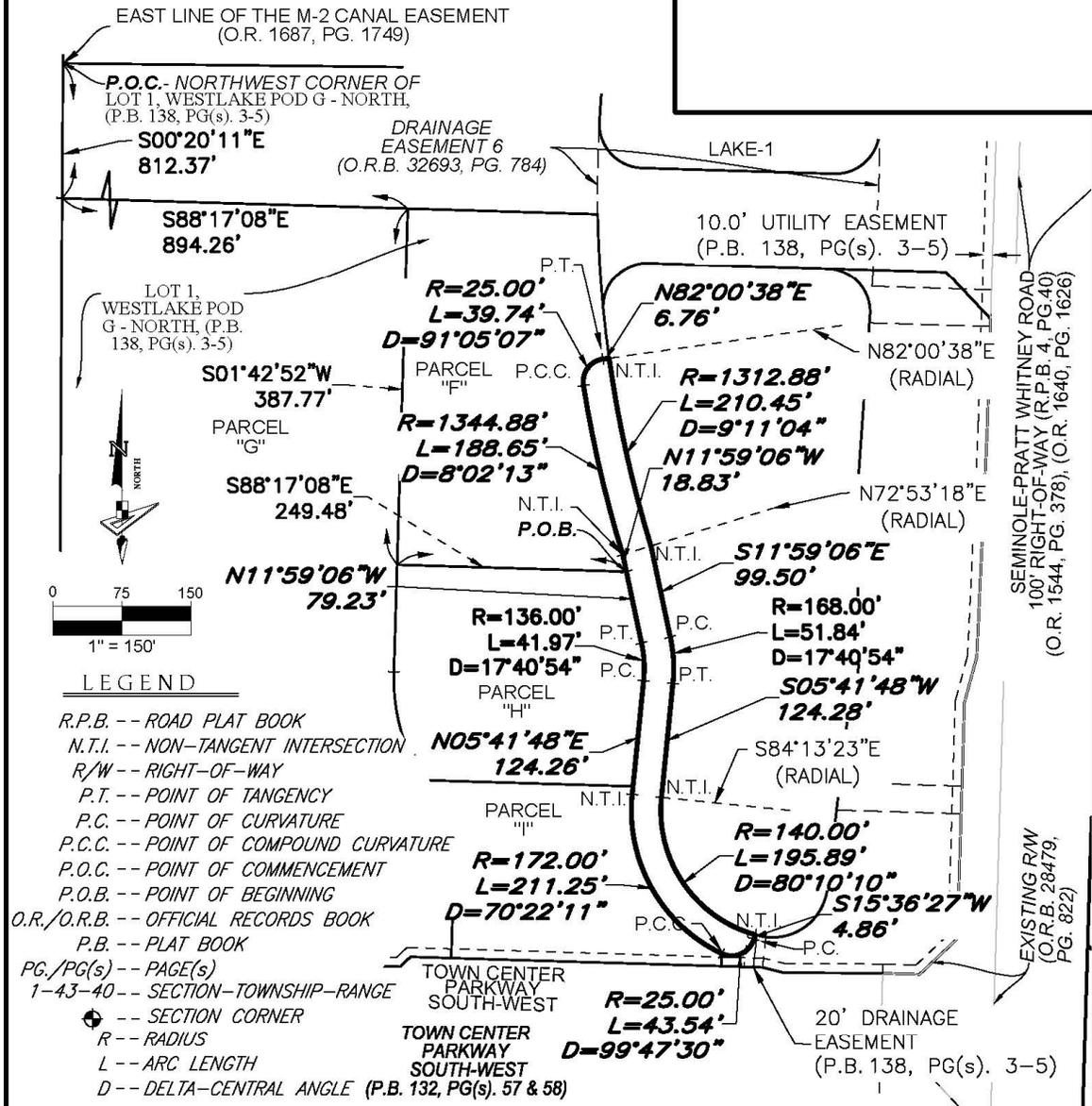
COMMENCE AT THE NORTHWEST CORNER OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST LINE OF THE M-2 CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1687, PAGE 1749, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.00°20'11"W., ALONG SAID EAST LINE OF THE M-2 CANAL EASEMENT, A DISTANCE OF 812.37 FEET; THENCE S.88°17'08"E., A DISTANCE OF 894.26 FEET; THENCE S.01°42'52"W., A DISTANCE OF 387.77 FEET; THENCE S.88°17'08"E., A DISTANCE OF 249.48 FEET TO THE POINT OF BEGINNING; THENCE N.11°59'06"W., A DISTANCE OF 18.83 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1344.88 FEET AND A RADIAL BEARING OF N72°53'18"E AT SAID INTERSECTION; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°02'13", A DISTANCE OF 188.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°05'07", A DISTANCE OF 39.74 FEET THE POINT OF TANGENCY; THENCE N.82°00'38"E., A DISTANCE OF 6.76 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1312.88 FEET AND A RADIAL BEARING OF N.82°00'38"E. AT SAID INTERSECTION; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°11'04", A DISTANCE OF 210.45 FEET TO A NON-TANGENT INTERSECTION; THENCE S.11°59'06"E., A DISTANCE OF 99.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 168.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°40'54", A DISTANCE OF 51.84 FEET TO THE POINT OF TANGENCY; THENCE S.05°41'48"W., A DISTANCE OF 124.28 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 140.00 FEET AND A RADIAL BEARING OF S.84°13'23"E. AT SAID INTERSECTION; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°10'10", A DISTANCE OF 195.89 FEET TO A NON-TANGENT INTERSECTION; THENCE S.15°36'27"W., A DISTANCE OF 4.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°47'30", A DISTANCE OF 43.54 FEET TO THE POINT OF COMPOUND CURVATURE OF WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 172.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°22'11", A DISTANCE OF 211.25 FEET TO A NON-TANGENT INTERSECTION; THENCE N.05°41'48"E., A DISTANCE OF 124.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 136.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°40'54", A DISTANCE OF 41.97 FEET TO THE POINT OF TANGENCY; THENCE N.11°59'06"W., A DISTANCE OF 79.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 22,105 SQUARE FEET OR 0.507 ACRES MORE OR LESS.

THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL, IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.060 AND 5J-17.062, SECTION 472.027 OF THE FLORIDA STATUTES.

Surveyor's Certification I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.		JOB #: WESTLAKE POD G-N DETENTION 3 DRAWN: GAR DATE: 08/21/2024 CHECKED: JLF Prepared For: Minto Communities		East Florida 4152 West Blue Heron Boulevard Suite 105 Riviera Beach, Florida 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business No.: LB7768	
Gary A. Rager LS4828					
FILE PATH: W:\WESTLAKEWESTLAKE - NAVD88\SURVEY\POD G\POD G PARCELS\G-NORTH-PARCEL-HOA\POD G-DETENTION3.DWG LAST SAVED BY: GARYR 01 of 02					

Description Sketch (Not A Survey)



- LEGEND**
- R.P.B. -- ROAD PLAT BOOK
 - N.T.I. -- NON-TANGENT INTERSECTION
 - R/W -- RIGHT-OF-WAY
 - P.T. -- POINT OF TANGENCY
 - P.C. -- POINT OF CURVATURE
 - P.C.C. -- POINT OF COMPOUND CURVATURE
 - P.O.C. -- POINT OF COMMENCEMENT
 - P.O.B. -- POINT OF BEGINNING
 - O.R./O.R.B. -- OFFICIAL RECORDS BOOK
 - P.B. -- PLAT BOOK
 - PG./PG(s) -- PAGE(S)
 - 1-43-40 -- SECTION-TOWNSHIP-RANGE
 - ⊕ -- SECTION CORNER
 - R -- RADIUS
 - L -- ARC LENGTH
 - D -- DELTA-CENTRAL ANGLE (P.B. 132, PG(s). 57 & 58)

SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, HAVING A GRID BEARING OF S.00°59'07"W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
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A PORTION OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 120,577 SQUARE FEET OR 2.768 ACRES MORE OR LESS.

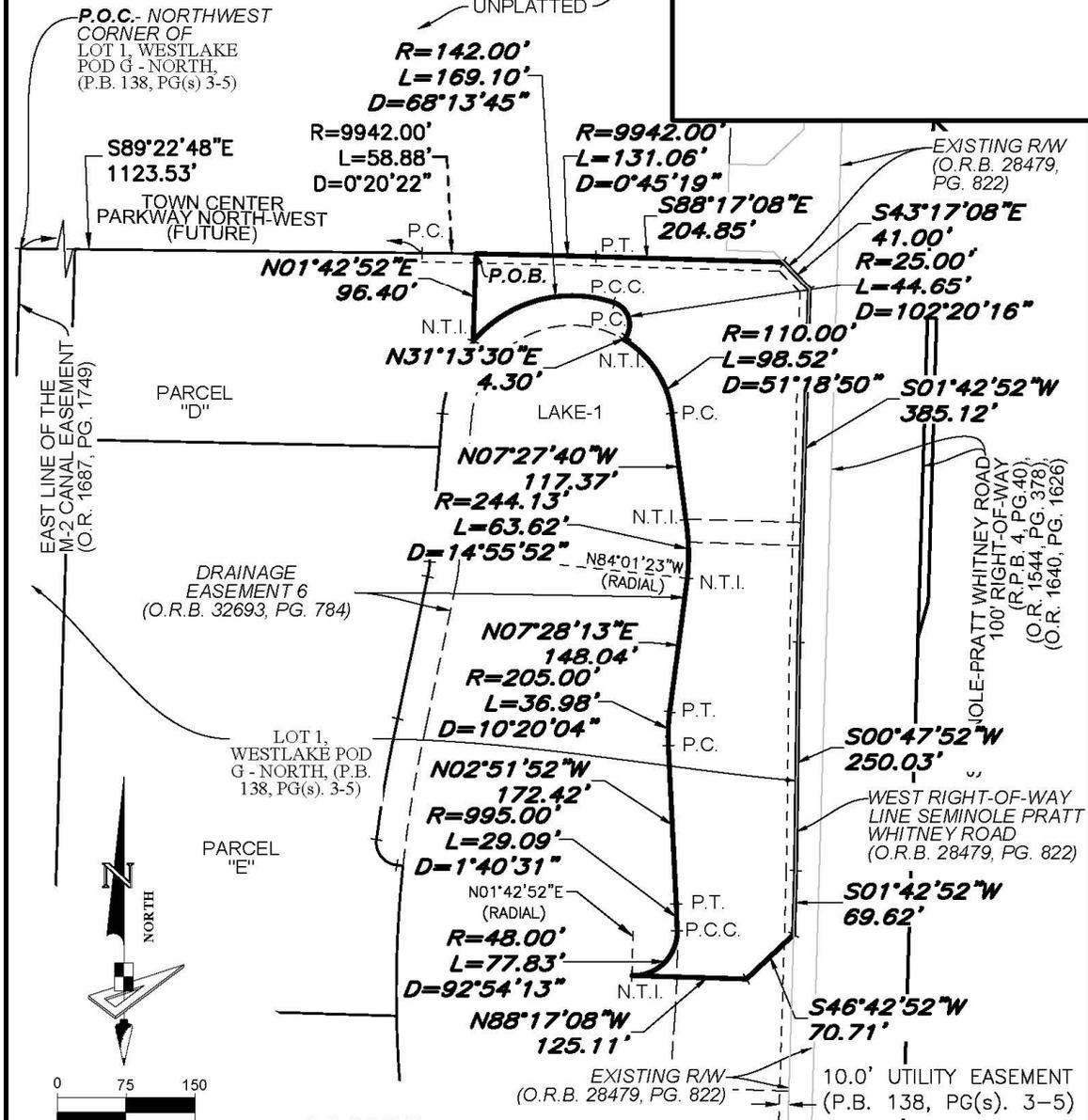
SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, HAVING A GRID BEARING OF S.00°59'07"W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
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<p>Surveyor's Certification I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.</p>	<p>JOB #: WESTLAKE POD G-NORTH HOA # 1</p> <p>DRAWN: GAR DATE: 08/16/2024 CHECKED: JLF</p> <p>Prepared For: Minto Communities</p>	<p>East Florida 4152 West Blue Heron Boulevard Suite 105 Riviera Beach, Florida 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business No.: LB7768</p>  <p>GeoPoint Surveying, Inc.</p>
<p>Gary A. Rager LS4828</p>	<p>FILE PATH: W:\WESTLAKE\WESTLAKE - NAVD88\SURVEY\POD G\POD G PARCELS\G-NORTH-PARCEL-HOA\POD G-HOA-1.DWG LAST SAVED BY: GARYR 01 of 02</p>	

Description Sketch (Not A Survey)



LEGEND	
P.O.C. -- POINT OF COMMENCEMENT	R.P.B. -- ROAD PLAT BOOK
P.O.B. -- POINT OF BEGINNING	N.T.I. -- NON-TANGENT INTERSECTION
O.R./O.R.B. -- OFFICIAL RECORDS BOOK	R/W -- RIGHT-OF-WAY
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PG./PG(s) -- PAGE(S)	P.C. -- POINT OF CURVATURE
1-43-40 -- SECTION-TOWNSHIP-RANGE	R -- RADIUS
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See Sheet 1 for Signature & Revisions

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DESCRIPTION:

A PORTION OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, WESTLAKE POD G - NORTH, AS RECORDED IN PLAT BOOK 138, PAGES 3 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST LINE OF THE M-2 CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1687, PAGE 1749, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.89°22'48"E., A DISTANCE OF 1123.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 9942.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'22", A DISTANCE OF 58.88 FEET; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'19", A DISTANCE OF 131.06 FEET TO THE POINT OF TANGENCY; THENCE S.88°17'08"E., A DISTANCE OF 204.85 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822 OF SAID PUBLIC RECORDS; THE FOLLOWING TWELVE (12) COURSE BEING ALONG SAID WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD; 1) THENCE S.43°17'08"E., A DISTANCE OF 41.00 FEET; 2) THENCE S.01°42'52"W., A DISTANCE OF 385.12 FEET; 3) THENCE S.00°47'52"W., A DISTANCE OF 250.03 FEET; 4) THENCE S.01°42'52"W., A DISTANCE OF 69.62 FEET; 5) THENCE CONTINUE S.01°42'52"W., A DISTANCE OF 203.36 TO THE **POINT OF BEGINNING**; 6) THENCE CONTINUE S.01°42'52"W., A DISTANCE OF 115.21 FEET; 7) THENCE S.02°37'53"W., A DISTANCE OF 250.00 FEET; 8) THENCE S.01°42'52"W., A DISTANCE OF 2.77 FEET; 9) THENCE S.15°07'01"W., A DISTANCE OF 51.77 FEET; 10) THENCE S.01°42'52"W., A DISTANCE OF 256.29 FEET; 11) THENCE S.46°42'52"W., A DISTANCE OF 56.57 FEET; 12) THENCE N.88°17'08"W., A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY SOUTH-WEST, AS RECORDED IN PLAT BOOK 132, PAGES 57 AND 58 OF SAID PUBLIC RECORDS; THENCE N.89°35'54"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 108.28 FEET; THENCE N.75°52'41"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 23.18 FEET; THENCE N.88°17'08"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N.01°42'52"E., A DISTANCE OF 13.75 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 25.00 FEET AND A RADIAL BEARING OF N.25°23'58"E. AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°47'30", A DISTANCE OF 43.54 FEET TO THE POINT OF TANGENCY; THENCE N.15°36'27"E., A DISTANCE OF 4.86 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 140.00 FEET AND A RADIAL BEARING OF N.15°36'27"E. AT SAID INTERSECTION; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°12'57", A DISTANCE OF 5.41 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°37'35", A DISTANCE OF 101.19 FEET TO THE POINT OF TANGENCY; THENCE N.06°45'56"E., A DISTANCE OF 171.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 305.56 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°48'56", A DISTANCE OF 47.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 147.01 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°38'40", A DISTANCE OF 42.71 FEET TO THE POINT OF TANGENCY; THENCE N.01°03'48"W., A DISTANCE OF 144.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 305.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°06'59", A DISTANCE OF 27.24 FEET TO THE POINT OF TANGENCY; THENCE N.04°03'12"E., A DISTANCE OF 193.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 48.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°20'19", A DISTANCE OF 77.36 FEET TO A NON-TANGENT INTERSECTION; THENCE S.88°17'08"E., A DISTANCE OF 129.29 FEET; THENCE S.43°17'08"E., A DISTANCE OF 70.71 FEET TO THE **POINT OF BEGINNING**.
CONTAINING: 105,324 SQUARE FEET OR 2.418 ACRES MORE OR LESS.

THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL, IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.060 AND 5J-17.062, SECTION 472.027 OF THE FLORIDA STATUTES.

Surveyor's Certification
 I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

Gary A. Rager **LS4828**

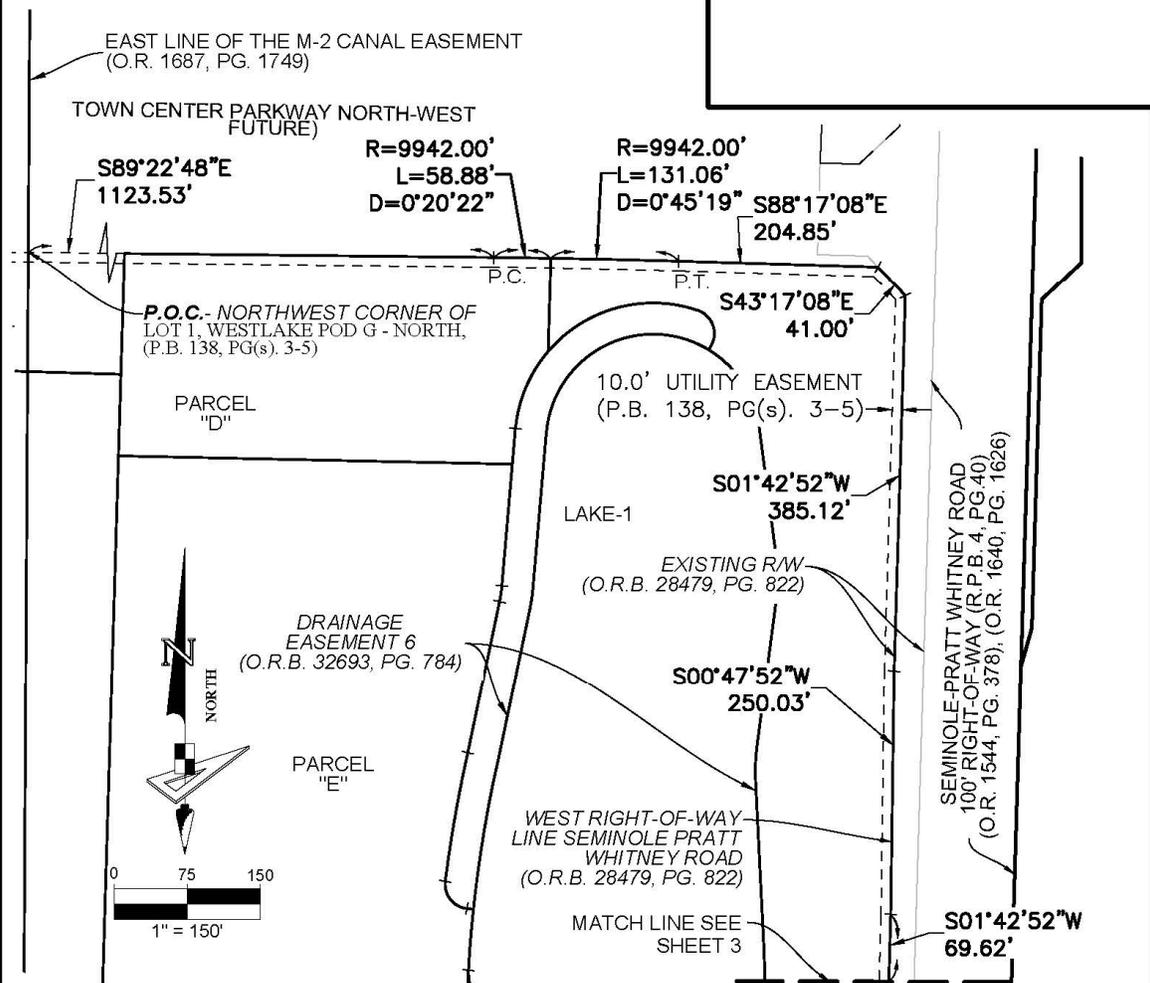
JOB #: WESTLAKE POD G-NORTH-HOA #2			
DRAWN: GAR	DATE: 08/16/2024	CHECKED: JLF	
Prepared For: Minto Communities			

East Florida
 4152 West Blue Heron Boulevard
 Suite 105
 Riviera Beach, Florida 33404
 Phone: (561) 444-2720
 www.geopointsurvey.com
 Licensed Business No.: LB7768



GeoPoint
 Surveying, Inc.

Description Sketch (Not A Survey)



SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, HAVING A GRID BEARING OF $S.00^{\circ}59'07''W$. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- 2) ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE SURVEY DIMENSIONS.
- 3) THIS DESCRIPTION SKETCH IS INTENDED TO BE DISPLAYED AT 1" = 150' OR SMALLER.

LEGEND

<i>P.O.C.</i> -- POINT OF COMMENCEMENT	<i>P.B.</i> -- PLAT BOOK
<i>P.O.B.</i> -- POINT OF BEGINNING	<i>PG./PG(s)</i> -- PAGE(s)
<i>O.R./O.R.B.</i> -- OFFICIAL RECORDS BOOK	<i>R</i> -- RADIUS
<i>1-43-40</i> -- SECTION-TOWNSHIP-RANGE	<i>L</i> -- ARC LENGTH
⊕ -- SECTION CORNER	<i>D</i> -- DELTA-CENTRAL ANGLE
<i>P.C.C.</i> -- POINT OF COMPOUND CURVATURE	<i>P.T.</i> -- POINT OF TANGENCY
<i>R.P.B.</i> -- ROAD PLAT BOOK	<i>P.C.</i> -- POINT OF CURVATURE
<i>N.T.I.</i> -- NON-TANGENT INTERSECTION	<i>R/W</i> -- RIGHT-OF-WAY

See Sheet 1 for Signature & Revisions

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GeoPoint
Surveying, Inc.

EXHIBIT "C"
ALLOCATION OF VOTES AND ASSESSMENTS

PARCEL	VOTES & UNITS OF ASSESSMENTS
A	1
B	1
C	11
D	2
E	5
F	2
G	16
H	1
I	1

EXHIBIT "D"
ARTICLES OF INCORPORATION

[ATTACHED]

**ARTICLES OF INCORPORATION
OF
WESTLAKE TOWN CENTER WEST PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a not for profit corporation under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME AND PRIMARY ADDRESS

The name of the corporation shall be the **WESTLAKE TOWN CENTER WEST PROPERTY OWNERS' ASSOCIATION, INC.**, which is hereinafter referred to as the "**POA**". The initial address of the POA shall be 4400 W. Sample Road, Suite 200, Pompano Beach, FL 33073-3473.

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants for Westlake Town Center West, recorded (or to be recorded) in the Public Records of Palm Beach, Florida, as hereafter amended and/or supplemented from time to time (the "**Declaration**"). The capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

The POA is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The POA shall have the power to contract for the management of the POA and to delegate to the party with whom such contract has been entered into, or to a Member(s), any duties of the POA, except those which require specific approval of the Board of Directors or Members. In the case of such a delegation, the POA shall nevertheless remain responsible to any applicable governmental agencies for the ultimate performance of the duties so delegated, as it shall to the Members.

The POA shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration identified above. The POA shall also have all of the powers necessary to implement the purposes of the POA as set forth in the Declaration and to provide for the general health and welfare of its membership.

The definitions set forth in the Declaration are incorporated herein by this reference.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE POA

Section 1. Membership. Each Owner shall be a Member of the POA, provided that where there is a condominium, homeowners' or similar association in which membership is mandatory for Owners, such association shall be the Member in lieu and on behalf of all such Owners.

Section 2. Voting Rights. The Members of the POA shall have the votes allocated to their Parcels by the Declaration.

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, any Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (*i.e.*, one for which proper notice has been given and at which a quorum exists) and not of the Members themselves, their Parcels or their available votes.

ARTICLE IV

CORPORATE EXISTENCE

The POA shall have perpetual existence; provided that if it is ever dissolved, its assets shall be conveyed to another POA or public agency having a similar purpose, and the Surface Water Management System shall be conveyed to an entity approved by the South Florida Water Management District.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the POA shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as result from the process of selecting Directors as provided below. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the POA, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
<u>John Carter, President</u>	<u>16604 Town Center Parkway North Westlake, Florida 33470</u>
<u>Zane Beard, Vice President</u>	<u>16604 Town Center Parkway North Westlake, Florida 33470</u>
<u>Leolani Geevers, Secretary</u>	<u>16604 Town Center Parkway North Westlake, Florida 33470</u>

Section 3. Appointment; Election of Members of Board of Directors. Each Owner of a Parcel shall designate one (1) natural person to serve on the Board of Directors. In the event that such process results in an even number of directors, an additional Director shall be elected by a plurality of the vote of all Members at the annual meeting thereof as provided in the By-Laws.

Section 4. Duration of Office. Persons elected to the Board of Directors shall hold office until replaced as provided in the By-Laws.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The POA shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the POA, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the POA. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS AND PRIORITIES

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the POA for adoption or rejection by affirmative vote of 66-2/3% of the Members, all in the manner provided in, and in accordance with the notice provisions of, Florida Statute. 617.017.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE IX

INCORPORATOR

The name and address of the incorporator of this Corporation is:

	<u>Address</u>
Charles W. Edgar, III	Cherry, Edgar & Smith, P.A. 8409 N. Military Trail, Suite 123 Palm Beach Gardens, FL 33410

ARTICLE X

INDEMNIFICATION

Section 1. The POA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the POA, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the POA, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the POA, and

with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the POA has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section I above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. The POA shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the POA, or is or was serving at the request of the POA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance shall cover any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the POA would have the power to indemnify him against such liability under the provisions of this Article.

Section 5. The provisions of this Article X shall not be amended.

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ARTICLE XI

REGISTERED AGENT

Until changed, Charles W. Edgar, III shall be the registered agent of the POA and the registered office shall be at 8409 N. Military Trail, Suite 123, Palm Beach Gardens, FL 33410.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set his hand this _____ day of December, 2024.

Charles W. Edgar, III

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of December, 2024, by Charles W. Edgar, III, who is personally known to me or has produced a _____ as identification.

(Notary Seal)

Notary Public State of Florida at Large
Name Printed: _____

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at 4400 W. Sample Road, Suite 200, Pompano Beach, FL 33073-3473, Broward County, State of Florida, the corporation named in said articles has named Charles W. Edgar, III, at 8409 North Military Trail, Suite 123, Palm Beach Gardens, FL 33410 as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

REGISTERED AGENT

Dated this ____ day of December, 2024

EXHIBIT "E"
BY-LAWS
[ATTACHED]

**BY-LAWS OF
WESTLAKE TOWN CENTER WEST
PROPERTY OWNERS' ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the By-Laws of **WESTLAKE TOWN CENTER WEST PROPERTY OWNERS' ASSOCIATION, INC.** (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain **DECLARATION OF COVENANTS FOR WESTLAKE TOWN CENTER WEST**, as it may be hereafter amended and/or supplemented from time to time (the "**Declaration**") as well as the properties made subject thereto ("**The Property**").
 - 1.1 Principal Office. The principal office of the Association shall be as provided in its Articles of Incorporation, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or in the office of any manager engaged by the Association.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions; Conflicts. For convenience, these By-Laws shall be referred to as the "**By-Laws**" and the Articles of Incorporation of the Association as the "**Articles**". The other capitalized terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires. In the event of conflict between/among the aforesaid documents, the order of priority and control shall be: the Declaration, the Articles and then these By-Laws.
3. Members.
 - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November

following the year in which the Declaration is recorded. The annual meeting, when practicable, shall be held immediately before or after the meeting of the Board of Directors at which the budget for the ensuing fiscal year is to be adopted.

- 3.2 Special Meetings. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at any special meeting shall be limited to that stated in the notice of the meeting.
- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. The notice of the annual meeting shall be sent by mail or hand delivery to each Member, unless the Member waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it last appears on the roster of Members. The mailing of the notice shall be not less than twenty (20) days, nor more than sixty (60) days, prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called.

An officer or manager of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section. No other proof of notice of a meeting shall be required.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of Members in the Association.
- 3.5 Voting.
- (a) Number of Votes. In any meeting of Members, the Members shall be entitled to cast the numbers of votes to which they are entitled per the Declaration. The vote of a Parcel shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except

where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the term "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

- (c) Voting Member. If a Parcel is owned by one person, his/her right to vote shall be established by the roster of Members. If a Parcel is owned by more than one person, those persons shall decide among themselves as to who shall cast the vote of the Parcel. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Parcel shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified, in writing, prior to the vote being cast. If a Parcel is owned by a corporation, partnership, trust, limited liability company or other entity, the person entitled to cast the vote for the Parcel shall be designated by a certificate signed by a person entitled to execute a conveyance of the entity's property and filed with the Secretary of the Association. Such person need not be a Member. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Parcel occurs. A certificate designating the person entitled to cast the vote for a Parcel may be revoked by any record Member of an undivided interest in the Parcel, but such revocation shall not change any previously cast vote. If a certificate designating the person entitled to cast the vote for a Parcel for which such certificate is required is not on file or has been revoked, the vote attributable to such Parcel shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Parcel (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which a meeting is adjourned, if such is the case. Each limited proxy shall set forth the

matters on which the proxy holder may vote and the manner in which the vote is to be cast.

- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading and approval of minutes of prior meeting(s);
 - (e) Management report;
 - (f) Appointment of inspectors of election;
 - (g) Election of Directors;
 - (h) Unfinished business;
 - (i) New business;
 - (j) Adjournment.

Such order may be waived in whole or in part by direction of the chair of the meeting.

- 3.9 Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book, or electronically, available for inspection by Members or their authorized representatives and Board Members at any reasonable time.
- 3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special

meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of Directors having the number of directors elected as provided in the Articles of Incorporation.

4.2 Vacancies and Removal.

(a) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the person elected by the Member having appointed the prior Director whose position become vacant or, if the Director as elected at-large or provide in the Articles of Incorporation, by a majority vote of the remaining directors.

(b) Any Director may be removed by of the Members having elected such Director. The vacancy in the Board of Directors so created shall be filled by the person elected by Member causing such removal of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed.

(c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Member may apply to the Circuit Court for the jurisdiction in which The Properties exists for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the applying Member shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the

Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.3 Term; Removal. Except as provided herein to the contrary, the term of each Director's service:
- (a) Shall be until the Director resigns or is replaced in the case of a Member-appointed Director or
 - (b) If elected at-large, shall extend until the next annual meeting of the Members and subsequently until such Director's successor is duly elected, and has taken office, or until the Director resigns or is removed as provided below.

In the event that a Member conveys its Parcel or a new Owner otherwise take title to such Parcel, any Director qualified to serve as such by virtue of his/her affiliation with such original Member shall be deemed removed from the Board and (a) the new Owner (Member shall appoint a replacement or (b) if such person was a Director elected at-large, the vacancy shall be filled as provided in Section 4.2(c), above.

- 4.4 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or e-mail, and shall be transmitted at least two (2) days prior to the meeting.
- 4.6 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than two (2) days prior to the meeting.
- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called.

- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person, who need not be a Member, officer or Director) to preside.
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Management report;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer, who shall be the president of the POA or the president's designee.

- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book, or electronically, available for inspection by Members, or their authorized representatives, and Board Members at any reasonable time.
- 4.14 Committees. In addition to the Architectural Review Committees provided for in the Declaration, if any, the Board may by resolution create other committees, appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.
5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining the Common Areas.
 - (b) Determining the reasonable expenses required for the operation of the Common Areas and the Association.
 - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and the Association.
 - (d) Adopting and amending reasonable rules and regulations concerning the details of the operation and use of The Properties, which may not be more restrictive than provided in the Declaration.
 - (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.
 - (f) Purchasing, leasing or otherwise acquiring Parcels or other property in the name of the Association, or its designee.
 - (g) Purchasing Parcels at foreclosure or other judicial sales, in the name of the Association or its designee.
 - (h) Selling, leasing, mortgaging or otherwise dealing with Parcels acquired, and subleasing Parcels leased, by the Association, or its designee.

- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Parcels or other property.
- (j) Obtaining and reviewing insurance for the Common Areas and the Association.
- (k) Making repairs, additions and improvements to, or alterations of, the Common Areas, and repairs to and restoration of the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of The Properties and the Association.
- (m) Levying fines against appropriate Owners for violations of the Declaration or of the rules and regulations established by the Association to govern the conduct of such Owners and others.
- (n) Purchasing or leasing Parcels for use by resident superintendents and other similar persons.
- (o) Borrowing money when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Parcels represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, an Owner who pays to the creditor such portion thereof as his interest in his Common Areas bears to the interest of all the Unit Members in the Common Areas shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Parcel; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Declarant as long as the Declarant owns any Parcel.

- (p) Contracting with a duly licensed manager for the management and maintenance of The Properties and the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Areas, Parcels and Units with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles and these By-Laws including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Owners or other persons to use portions of the Common Areas for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles and these By-Laws (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom other than the President need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such

other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Manager. Any of the foregoing functions of the Secretary or Treasurer may also be performed by a duly licensed manager engaged by the Association, provided that (i) the Secretary or Treasurer, as appropriate, shall oversee the performance of such functions and (ii) no manager may execute any documents as, or in the name of, the Secretary or Treasurer.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of The Properties or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Parcels owned by any Director or officer (other than appointees of the Declarant or officers or directors who were not Owners) shall constitute a written resignation of such person.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 9.1 Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (which shall detail all accounts and items of expense the Board finds to be appropriate), determine the amount of assessments payable by the Owners to meet the expenses of the Association and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget may include reasonable reserve accounts for capital expenditures and deferred maintenance.
- 9.2 Assessments. Assessments against Parcels for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the assessments are made. If annual assessments are not made as required, assessments shall be presumed to have been made in the amount of the last prior assessments, and monthly (or quarterly) installments on such assessments shall be due upon each installment payment date until changed by amended assessments. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which amended assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Assessments for Emergencies. Assessments for expenses for emergencies that cannot be paid from the annual assessments shall be levied in accordance with the Declaration and shall be due only after twenty (20) days' notice is given to the Members concerned, and shall be paid in such manner as the Board of Directors of the Association may reasonably require in the notice of such Assessments.
- 9.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by

the Association from assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account may be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.

- 9.5 Acceleration of Installments Upon Default. If a Member shall be in default in the payment of an installment of his assessments, the Board of Directors may accelerate the next twelve (12) months of the assessments as provided in the Declaration.
- 9.6 Fidelity Bonds. Fidelity bonds may be obtained by the Association for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a common expense.
- 9.7 Accounting Records and Reports. The Association shall maintain accounting records in the State according to accounting practices normally used by similar associations. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.
- 9.8 Application of Payment. All payments made by a Member shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
10. Roster of Members. Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws and subject to waiver in the discretion of the presiding officer if he determines that technical compliance with such Rules would interfere with the efficient conduct of a meeting or the will of its attendees.
12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than the votes of a majority of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all Members of the Association (as opposed to only those represented at a meeting at which a quorum has been attained) and by not less than 66-2/3% of the entire Board of Directors.
- 12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Parcels without the consent of said Declarant and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.
13. Rules and Regulations. The Board of Directors may, from time to time, adopt, modify, amend or add to such reasonable rules and regulations, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Owners of a majority of the Parcels may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant or which would not apply to all of The Properties or would materially adversely affect an Owner or a Parcel.
14. Enforcement; Fines. The Declaration and any rules and regulations of the Association may be enforced as provided in the Declaration.

In addition to such right of enforcement, the Board of Directors shall have the right and authority to levy a fine(s) for any violation of the Declaration or any rules and regulations, which fine shall be deemed a special assessment under the Declaration with all rights of collection by the Association as provided therein. A fine may be for a single violation or maybe levied at a daily rate for any continuing violation.

No fine shall be levied without at least ten (10) business days' prior written notice to the Member to be fined and, if requested by such Member, the right to appear at a Board of Directors meeting, and which shall be called as a special meeting, as provided herein, within ten (10) business days' of such request. At such meeting, the Member proposed to be fined shall be entitled to present reasons why such fine shall not be levied or reasons why the amount of the fine should be less than that

proposed. In such regard, the notice of the fine shall state the amount thereof and whether it is a single fine or being imposed on a daily basis.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of the Association, on the _____ day of _____, 2024.

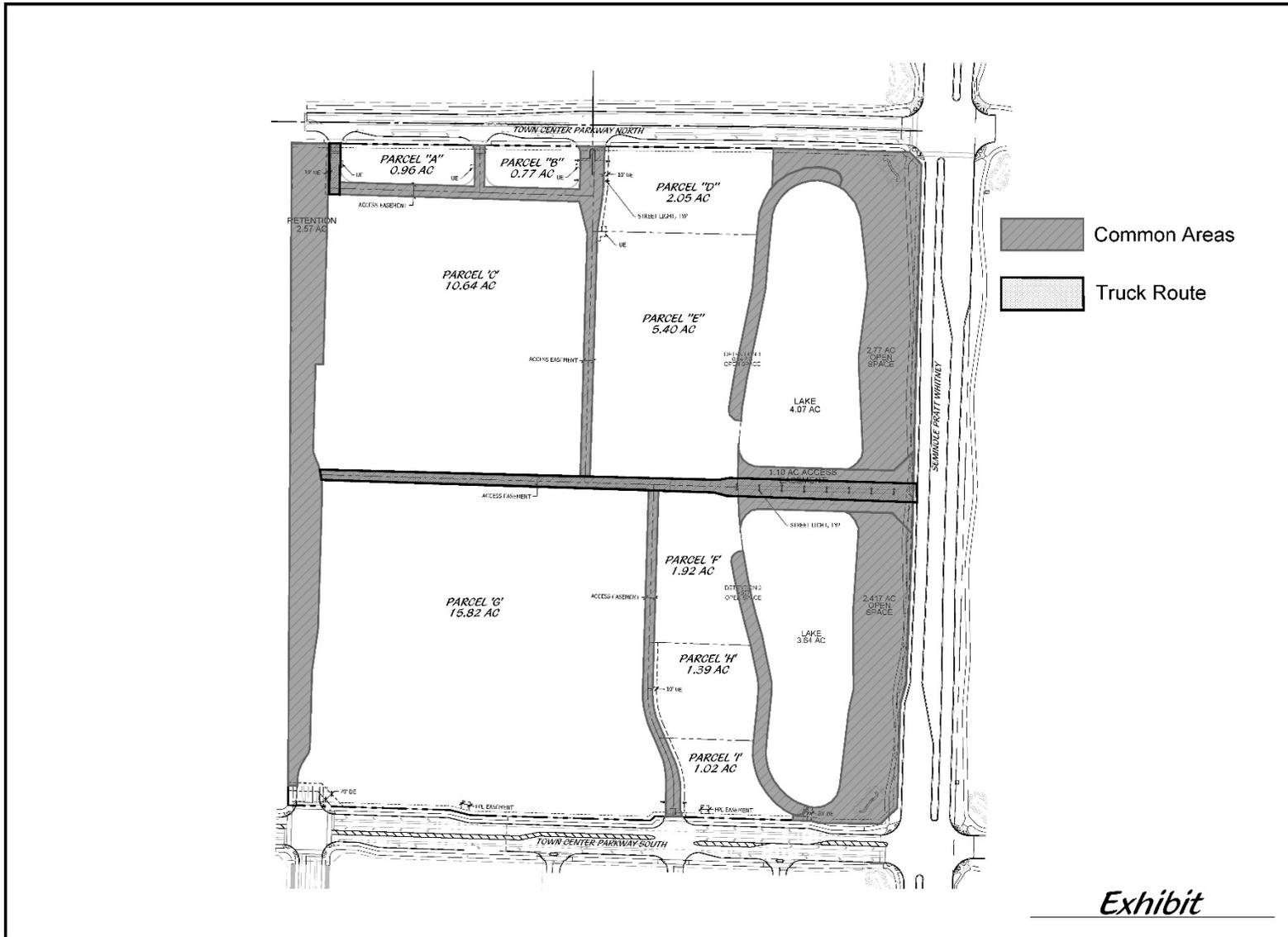
Approved:

President

Secretary

EXHIBIT "F"
SITE PLAN

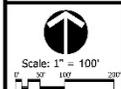
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 Land Planners
 Environmental Consultants
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 Suite 1
 Jupiter, Florida 33458
 561.747.6338 - Fax 747.1377
 www.cotleurandhearing.com
 Lic# LC-0000229

WESTLAKE 'G' NORTH
 EXHIBIT
 City of Westlake, Florida

DESIGN	2/11/11
DESIGN	3/1/11
APPROVED	11/28/10
DATE	04/25/11
REVISION	02/19/11



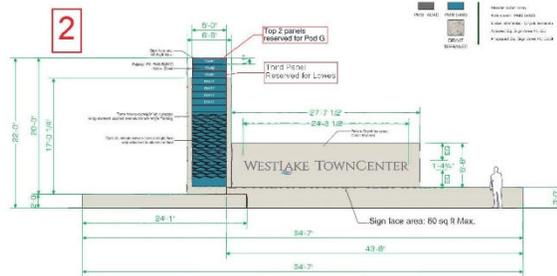
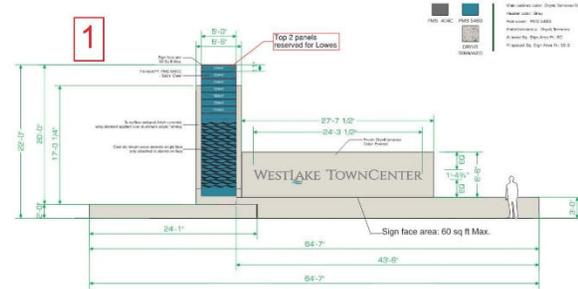
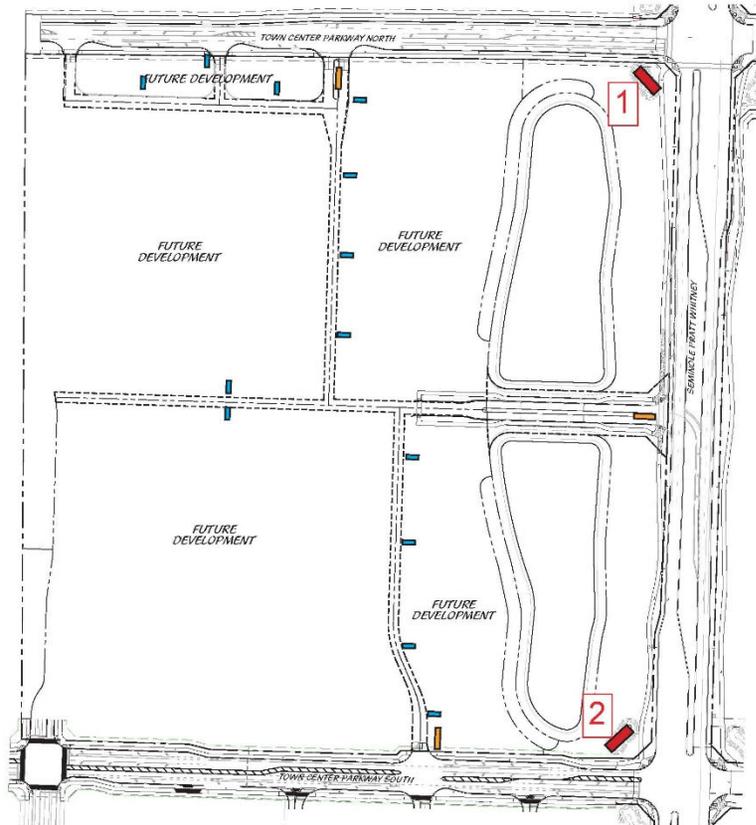
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SHEET 1 OF 1

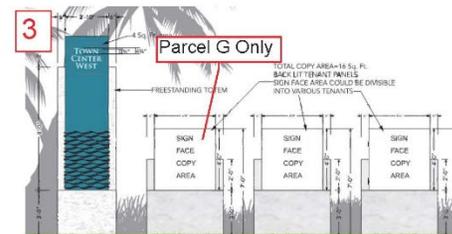
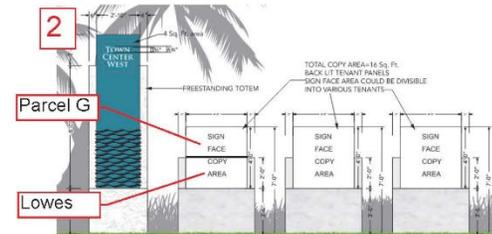
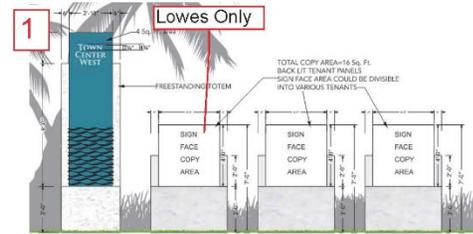
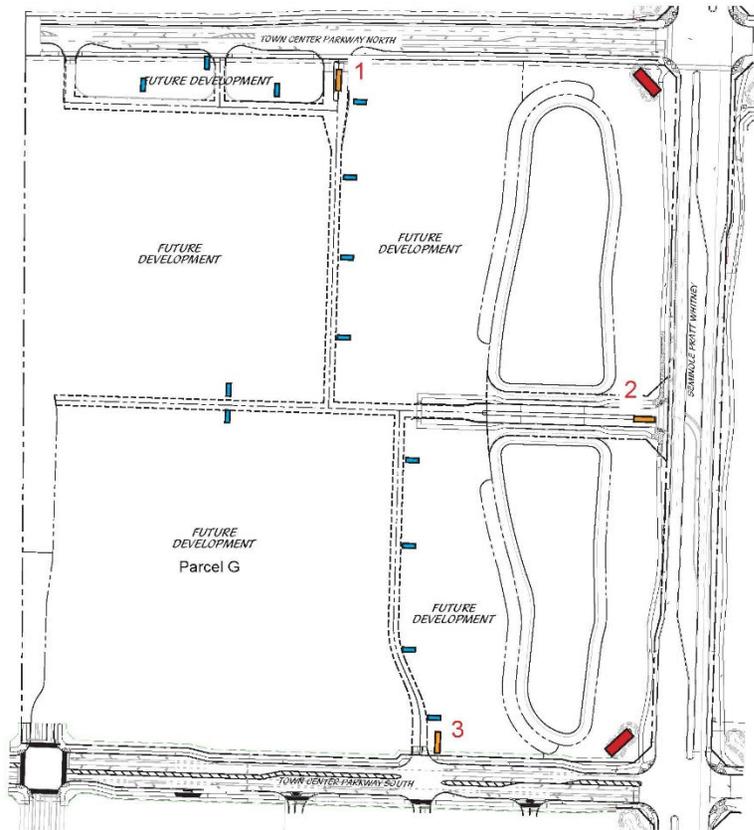
EXHIBIT "G"
SIGN PROGRAM

[ATTACHED]

SIGN LOCATION MAP



SIGN LOCATION MAP



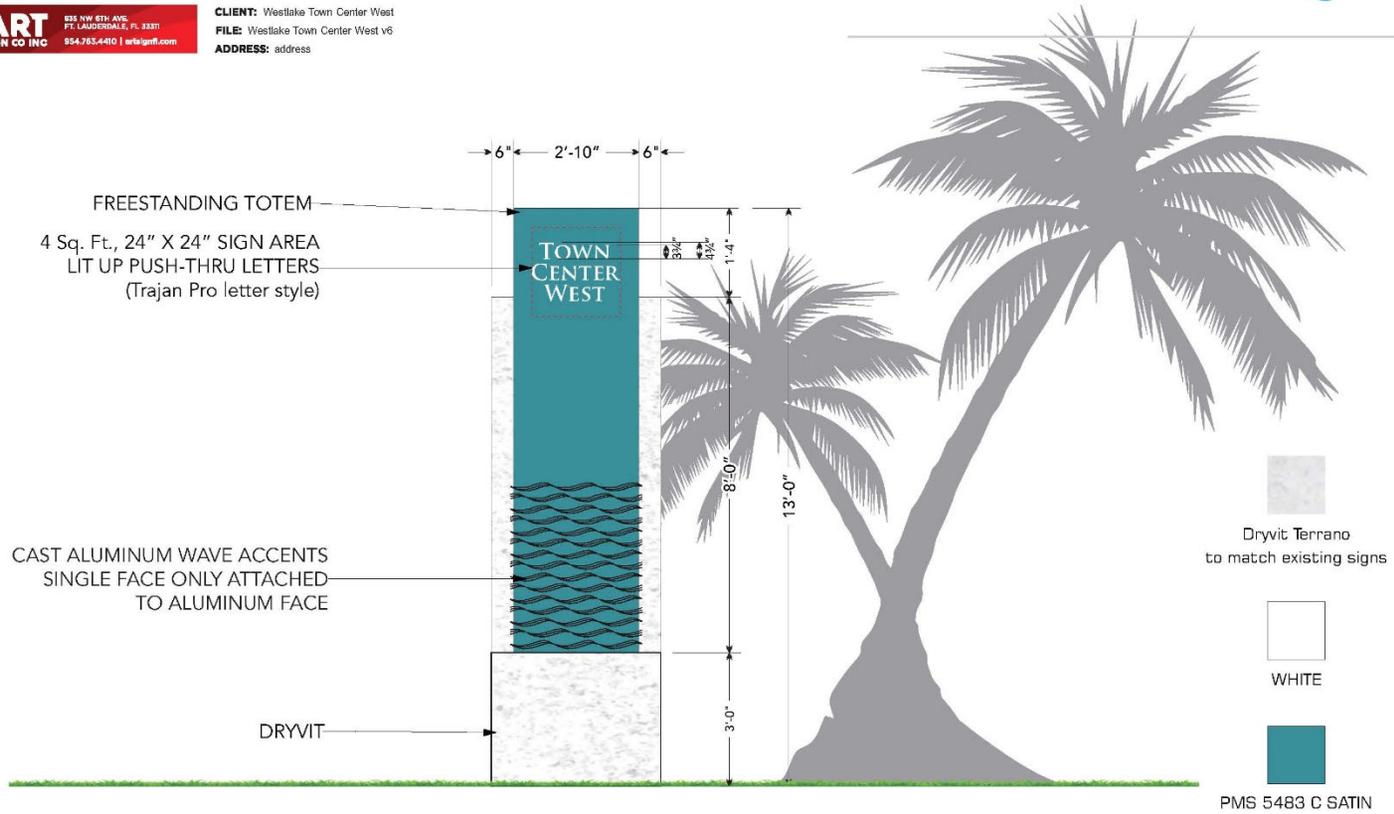
TOWN CENTER IDENTIFICATION GROUND SIGN: FREESTANDING TOTEM W/ ILLUMINATED PUSH-THRU COPY

WESTLAKE™



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FT. LAUDERDALE, FL 33301
954.785.4410 | artsign.com

CLIENT: Westlake Town Center West
FILE: Westlake Town Center West v6
ADDRESS: address



PARCEL G NORTH
Master Signage Program

SHEET NO.
5A

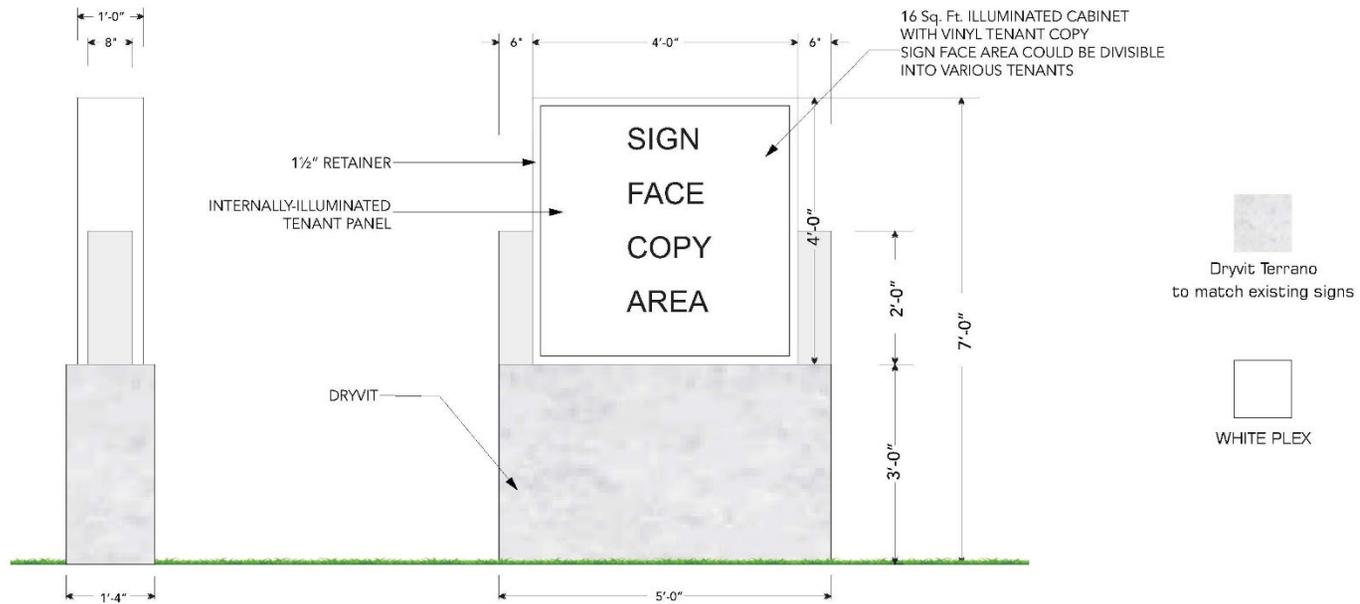
TOWN CENTER IDENTIFICATION GROUND SIGN: INTERNALLY-ILLUMINATED PLEX FACE DIRECTIONAL SIGN (QTY:3)

WESTLAKE™

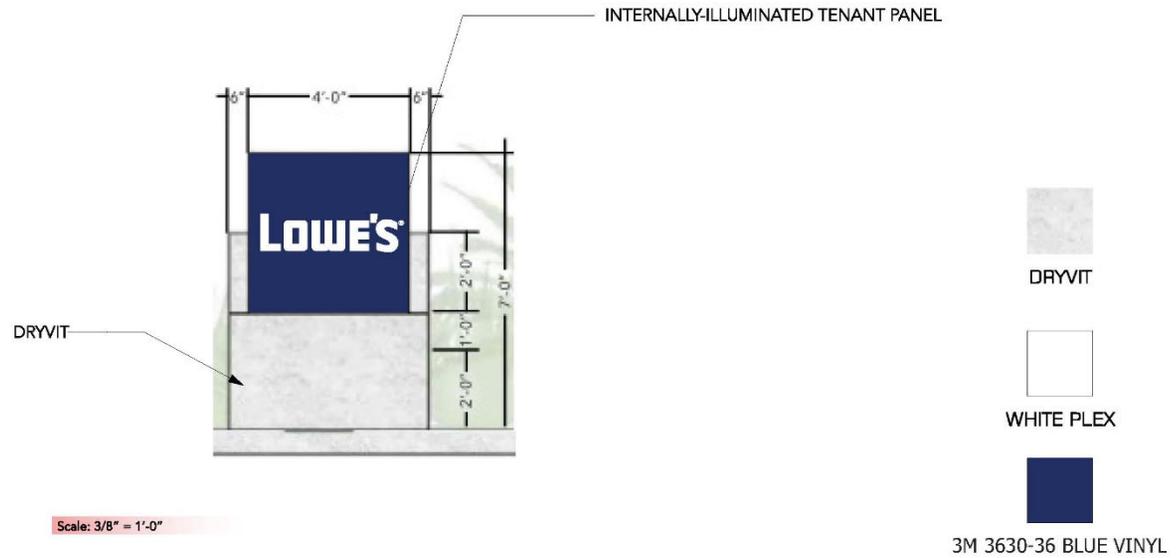


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CLIENT: Westlake Town Center West
FILE: Westlake Town Center West v6
ADDRESS: address



Internally-illuminated plex face directional signs (QTY 3)



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 800.772.7932
 www.atlasbtw.com

Revisions:	
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S01

PM: Angeliqe S.	Address: Westlake Town Center West
Drawn By: TD	City State: Westlake, FL
Date: 6/12/2025	Drawing Number: 229342-S01