

DECLARATION OF THE PROTECTIVE
COVENANTS FOR
CONCEPT HOMES OF LANTANA, PHASE 9

8300
Return to
FLAGLER TITLE COMPANY
1897 PALM BEACH LAKES BLVD.
P. O. BOX 1386
WEST PALM BEACH, FL 33402

A. PREAMBLE

These covenants and restrictions are being promulgated upon that certain parcel of land situate in Palm Beach County, more particularly described as follows:

SEE SCHEDULE A - Attached hereto & hereby made a part hereof.

These covenants and restrictions are being promulgated by NORMAN HOMES, INC., a Florida Corporation, P.O. Box 6199, Lake Worth, Florida, the owner and holder and Developer, declarant for the use and protection of the contemplated development of the said parcel of land described above. Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and the binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

B. AREA OF APPLICATION

(1) The entire above described parcel of land lying wholly situate in Palm Beach County, Florida as described above.

C. RESIDENTIAL AREA COVENANTS

(1) No building other than detached, one story, single family dwelling units.

(2) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as hereinafter designated, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph D.

~~PREPARED BY:~~ PREPARED BY: NORMAN RAUCH
NORMAN HOMES, INC.
P.O. BOX 6199
LAKE WORTH, FLORIDA 33461

83895 P.0580

83895 P.0580

82 015675

(3) No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 per dwelling unit based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, per unit.

(4) Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to street property lines of any street.

(b) No building shall be located nearer than 7½ feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(c) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to be closer than 5 feet to any property line. Notwithstanding anything to the contrary contained herein all building locations shall comply with County Zoning Laws.

(5) Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(6) Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(7) Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B3695 P0581

(8) Signs.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or signs used by a builder to advertise the property during the construction and sales period.

(9) Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(10) Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(11) Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) Water Supply.

No individual water-supply system except for lawn irrigation shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Palm Beach County Health Department, or any other governmental agency having jurisdiction. Approval of such system as installed shall be obtained from such authority.

(13) Sewage Disposal.

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Palm Beach County Health Department, or any other governmental agency having jurisdiction. Approval of such system as installed shall be obtained from such authority.

(14) Sight Distance at Intersection.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such inter-

B3695 P.0582

sections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding anything to the contrary herein all sight distances at intersection shall comply with County Zoning Laws.

(15) Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. Notwithstanding anything to the contrary contained herein all building locations shall comply with County Zoning Laws.

D. ARCHITECTURAL CONTROL

(1) No Building, Fence, Wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(2) Procedure.

The Committee's approval or disapproval as required in these covenants and restrictions shall be in writing. The original committee shall consist of:

| | |
|--------------|----------------------------|
| Norman Rauch | 3450 S. Ocean, Palm Beach |
| Melvin Rauch | 921 Landsend Road, Lantana |
| Harry Rauch | 521 Muirfield Dr. Lantana |

E. GENERAL PROVISIONS.

(1) Term.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years, from the date this Declaration is recorded, after which time these covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

(2) Severability.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(3) Enforcement.

Enforcement shall be by proceedings 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.

(4) An Association known as Concept Homes of Lantana, Phase 9 Property Owners Association, Inc. has been formed for the purpose of acquiring and administering the "Common Area" to be owned by the Association for the common use and enjoyment of the owner. The "Common Area" to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Schedule C attached hereto and hereby made a part hereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Concept Homes of Lantana No. 9 Property Owners Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Schedule C - Attached hereto and hereby made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Norman Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

(a) Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions: The right of the Association to charge reasonable admission and

83695 P.0584

other fees for the use of any recreational facility situated upon the Common Area. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

(b) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. The Class B member (s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or on December 31, 1985.

(c) Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) Annual Assessments or Charges, and
- (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable

B3695 P0585

attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and for the maintenance and operation of the drainage facilities and water management tracts located on the Properties. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be thirty six dollars (\$36.00) per Lot.

- (1) From, and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
 - (2) From, and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (c) In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, recreation, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this clause shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the

B3695 P0586

required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the Lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(d) GENERAL PROVISIONS ENFORCEMENTS.

The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. The party bringing the action shall be entitled to recover in addition to costs and disbursements allowed by Law, such sum as the Court may adjudge to be reasonable for the service of his attorney. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall

B3695 P0587

in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of these covenants or restriction by judgement or Court Order shall in no wise affect any other provisions which shall remain in full force and effect. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy five (75) percent of the Lot Owners. Any amendment must be recorded. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members provided however, that additional land within the area described as follows:

See Schedule "B" attached hereto and hereby made a part hereof.

May be annexed by the Declarant without the consent of members within seven (7) years from July 3, 1981, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Additional real property, annexed as provided above, shall become subject to all of the terms, conditions, covenants, restrictions, reservations and easements of this Declaration. All owners of real property annexed as provided above shall become members of the Association as defined herein.

In Witness Whereof, the undersigned declarant has affixed his hand and seal this 23 day of March 1982.

SEAL

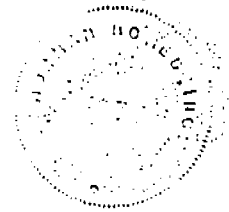
Edward D. Bradford
Witness

Richard M. Menger
Witness

NORMAN HOMES, INC.

BY: Harry Rauch
Harry Rauch, President

Norman Rauch
Norman Rauch, Secretary



B3695 P0589

In the event of dissolution of the Association for whatever reason, the common areas may be offered to a public entity or other non-profit corporation to be utilized for purposes similar to those for which this Association was created. Palm Beach County shall not be obligated to accept such dedications unless done so by formal resolution of the Board of County Commissioners.

(8-A)

B3695 P0588

AMENDMENT TO THE PROTECTIVE
COVENANTS OF CONCEPT HOMES OF LANTANA PHASE 9B

THIS INSTRUMENT is made this 20th day of June , 1983, by Norman Homes, Inc., a Florida corporation, Post Office Box 6199, Lake Worth, Florida, the owner and developer of the lands described below:

83 127895

CONCEPT HOMES OF LANTANA, PHASE 9-B, as recorded in Plat Book 45, page 83, in the public records of Palm Beach County, Florida.

Declarant has caused to be recorded in the Public Records of Palm Beach County, at Official Records Book 3695, page 580 through 593, the "Declaration of the Protective Covenants for Concept Homes of Lantana, Phase 9". The developer accordingly exercises his rights under provision (d) "General Provisions Enforcements" to annex addition properties.

Declarant hereby amends Schedule "A" to the Declaration by adding all the lands in Concept Homes of Lantana, Phase 9-B, according to the Plat thereof recorded in Plat Book 45, page 83, Public Records of Palm Beach County, Florida.

Declarants intend this instrument to have the same force and effect as if it initially had been incorporated and constituted a portion of "The Declaration of the Protective Covenants for Concept Homes of Lantana, Phase 9".

Declarants further intend that all of the annexed lands to be held, sold and conveyed subject to the easements, conditions, covenants, restrictions and other provisions contained in the Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the annexed lands and are binding upon all parties having any right, title or interest therein, or any portion thereof, their respective heirs, successors and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Declaration.

This instrument will take effect upon its recordation in the Public Records of Palm Beach County, Florida. From and after such date, Developer intends that all references to the "Declaration" now or hereafter made in any other Articles of Incorporation, By-Laws and other corporate documents of the Association, refer to the Declaration, as amended by this instrument, unless provided otherwise. Except as amended by this instrument, the Declaration remains in full force and effect accordingly to its original terms.

IT WITNESS WHEREOF, the undersigned Declarant has offered its hand and seal this 20th day of June, 1983.

NORMAN HOMES INC.

5.60

BY: [Signature]
Norman Rauch, President

Attest: [Signature]
Norman Rauch, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Norman Rauch and Norman Rauch, as President and Secretary, respectively, of Norman Homes, Inc., a Florida corporation and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach, said County and State, this 20 day of June, 1983.

[Signature]
Notary Public
My commission expires: _____

88982 R0774

PREPARED BY:
Norman Rauch
P.O. Box 6199
Lake Worth, FL

33461 RETURN TO V
FLAGLER TITLE COMPANY
1897 PALM BEACH LAKES BLVD.
P. O. BOX 1335
WEST PALM BEACH, FL 33402
[Signature]

Notary Public, State Of Florida At Large
My Commission Expires Feb. 8, 1985
Issued by 241100 Insurance Commission of Florida

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

SCHEDULE "A"

LEGAL DESCRIPTION: CONCEPT HOMES PHASE 9

A PORTION OF LAND LYING IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS CONCEPT HOMES OF LANTANA PHASE 9, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING A PALM BEACH COUNTY BRASS DISC AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 1; THENCE S 00°03'30"W ALONG THE WEST LINE OF SAID SECTION 1 A DISTANCE OF 115.03 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL LATERAL NO. L-17 (SAID RIGHT-OF-WAY LINE AS PER OFFICIAL RECORD BOOK 1732, PAGE 612, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE S 88°24'21"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1023.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S 88°24'21"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 970.81 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTH-WEST ONE-QUARTER OF SAID SECTION 1; THENCE S 00°10'16"W ALONG SAID EAST LINE A DISTANCE OF 822.13 FEET; THENCE N 89°49'44"W A DISTANCE OF 380.00 FEET; THENCE S 00°10'16"W A DISTANCE OF 76.02 FEET; THENCE S 44°17'28"E A DISTANCE OF 35.02 FEET; THENCE N 88°45'11"W A DISTANCE OF 185.02 FEET; THENCE N 00°10'16"E A DISTANCE OF 103.61 FEET; THENCE N 88°45'11"W A DISTANCE OF 506.85 FEET; THENCE N 00°05'47"E A DISTANCE OF 569.09 FEET; THENCE S 88°24'21"E A DISTANCE OF 71.18 FEET; THENCE N 01°35'39"E A DISTANCE OF 103.40 FEET; THENCE N 01°21'04"E A DISTANCE OF 60.00 FEET; THENCE N 01°35'39"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 19.88 ACRES MORE OR LESS.

SCHEDULE B

DESCRIPTION:

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE SOUTH 1,283 FEET OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4); THE SOUTH 1,263 FEET OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4); AND THE SOUTH 1,263 FEET OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); ALL IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST; LESS THAT PORTION OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, WHICH LIES SOUTH OF THAT CERTAIN NORTH RIGHT-OF-WAY LINE OF HYPOLUXO ROAD, AS WAS PARTICULARLY DESCRIBED IN THAT CERTAIN RIGHT-OF-WAY DEED TO THE COUNTY OF PALM BEACH DATED JANUARY 23, 1959, FILED OF RECORD NOVEMBER 12, 1959, IN OFFICIAL RECORDS BOOK 428, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 68.52 ACRES MORE OR LESS.

SCHEDULE "C"

LEGAL DESCRIPTION: CONCEPT HOMES PHASE 9
RECREATION AND WATER MANAGEMENT TRACT DESCRIPTIONS

RECREATION PARCEL

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

FOR A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE NORTHWEST CORNER OF "CONCEPT HOMES OF LANTANA PHASE 9" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43 AT PAGES 79 AND 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 88°24'21"W A DISTANCE OF 358.91 FEET; THENCE S 00°05'47"W A DISTANCE OF 1888.9 FEET; THENCE S 89°54'13"E AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 292.00 FEET TO THE BEGINNING; THENCE S 88°45'11"E A DISTANCE OF 291.47 FEET; THENCE S 00°08'02"W A DISTANCE OF 313.75 FEET; THENCE N 88°59'29"W A DISTANCE OF 291.24 FEET; THENCE N 00°05'47"E A DISTANCE OF 314.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.102 ACRES, MORE OR LESS.

WATER MANAGEMENT TRACT

A PARCEL OF LAND BEING ALL OF WATER MANAGEMENT TRACT "A", "CONCEPT HOMES OF LANTANA PHASE 9" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43 AT PAGES 79 AND 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL CONTAINING 6.607 ACRES, MORE OR LESS.