

✓ WILL CALL 1997  
OSBORNE, HANKINS, MACLAREN & REDGRAVE ATTYS  
POST OFFICE DRAWER 40  
BOCA RATON, FLORIDA 33429  
FILE NO. 17538

This Instrument Prepared By:  
David E. Todd  
Attorney at Law  
Osborne, Hankins, McLaren  
& Redgrave  
P.O. Drawer 40  
Boca Raton, FL 33429

JUL-10-1992 01:41PM 92-213157  
ORB 7317 Ps 370

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR FAIRWAY POINTE

THIS FIRST AMENDMENT to Declaration of Covenants and Restrictions for Fairway Pointe (hereinafter "Amendment") is made this 15 day of May, 1992 by LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation (hereinafter "Lewis") which hereby declares and states as follows:

WHEREAS the Declaration of Covenants and Restrictions for Fairway Pointe dated September 11, 1991 was filed of record October 2, 1991 in Official Records Book 6976 at pages 588 through 638, inclusive, of the Public Records of Palm Beach County, Florida (hereinafter the "Declaration"); and

WHEREAS Lewis is the Developer in the Declaration and is the fee simple owner of all of the Lots set forth in the plat of Parcel 18 Broken Sound of University Park P.U.D. according to the plat thereof recorded in Plat Book 67 at pages 110 and 111 of the Public Records of Palm Beach County, Florida (hereinafter the "Plat") except Lots 25,26,31,35,38,46 & 47; and

WHEREAS pursuant to Article XII, Section 5 of the Declaration, Lewis, as the Developer, may amend the Declaration at any time and from time to time without the consent or approval of Fairway Pointe Homeowner's Association, Inc., a Florida corporation not for profit, any other Lot owner within the Plat or the holder of any mortgage on any Lot upon the execution and recording of this Amendment; and

WHEREAS the Easterly line of Lot 1 of the Plat and the Westerly line of Lot 50 of the Plat have been relocated; and

WHEREAS Lewis desires to amend the Declaration so that the terms and provisions of the Declaration are consistent with the aforesaid relocations of said Lot lines.

NOW THEREFORE, pursuant to the authority in said Article XII, Section 5 of the Declaration, Lewis hereby amends the Declaration as follows:

1. The aforesaid recitals are true and correct.
2. The Declaration is terminated as to Parcels A and B of the Plat. The terms and provisions of the Declaration shall no longer encumber or apply to said Parcels A and B of the Plat.
3. Pursuant to the relocation of the Easterly line of Lot 1 of the Plat and the Westerly line of Lot 50 of the Plat:
  - a. The following parcel of land, to wit:

A tract of land being a portion of Parcel "D" of "PARCEL 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D." (for convenience to be hereinafter referred to as "PARCEL 18") as recorded in Plat Book 67, Page 110 of the Public Records of Palm Beach County, Florida, being in Section 3, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1 of said "PARCEL 18" said point being on the arc of a curve concave to the Northwest having a radius of 485.00 feet and a central angle of 02°26'58" at which point the radius point of said curve bears North 19°34'37" West (bearing shown hereon are relative to the West line of the Northeast one-quarter of said Section 3 which bears South 00°21'35" West);

thence Northeasterly along the arc of said curve, same line also being the Northerly line of said Parcel "D", same line also being the Southerly Right-of-Way line of N.W. 63 Street as shown on said "PARCEL 18", a distance of 20.73 feet;

thence South 29°54'58" East along a line not radial to last described curve, a distance of 121.24 feet to a point of intersection with the Easterly line of said Lot 1;

thence North 39°15'04" West along the said Easterly line of Lot 1, same line also being the Westerly line of said Parcel "D", a distance of 126.19 feet to the POINT OF BEGINNING.

(hereinafter the "Lands Added to Lot 1")  
has been added to Lot 1 of the Plat;

b. The following parcel of land, to wit:

A tract of land being a portion of Parcel "C" of "PARCEL 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D." (for convenience to be hereinafter referred to as "PARCEL 18") as recorded in Plat Book 67, Page 110 of the Public Records of Palm Beach County, Florida being in Section 3, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 50 of said "PARCEL 18"; thence South 20°34'51" East (bearings shown hereon are relative to the West line of the Northeast one-quarter of said Section 3 which bears South 00°21'35" West") along the Westerly line of said Lot 50, same line also being the Easterly line of said Parcel "C", a distance of 135.02 feet;

thence North 29°54'58" West, a distance of 135.15 feet to a point of intersection with the Northerly line of said Parcel "C";

thence North 16°55'13" East along the said Northerly line of Parcel "C", same line also being the Easterly Right-of-Way line of N.W. 26th Terrace as shown on said "PARCEL 18", a distance of 0.04 feet to a point of intersection with the Southerly Right-of-Way line of N.W. 63 Street, as shown on said "PARCEL 18", said point being on the arc of a curve concave to the Southeast having a radius 450.00 feet and a central angle of 02°47'47" at which point the radius point of said curve bears South 26°14'35" East;

thence Northeasterly along the arc of said curve, same line also being the said Southerly Right-of-Way line of N.W. 63 Street, same line also being the Northerly line of said Parcel "C", a distance of 21.96 feet to the POINT OF BEGINNING.

(hereinafter the "Land Added to Lot 50")  
has been added to Lot 50 of the Plat;

c. The following parcel of land, to wit:

A tract of land being a portion of Lot 1 of "PARCEL 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D." (for convenience to be hereinafter referred to as "PARCEL 18") as recorded in Plat Book 67, Page 110 of the Public Records of Palm Beach County, Florida, being in Section 3, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1; thence South 09°28'40" West (bearing shown hereon are relative to the West line of the Northwest one-quarter of said Section 3 which bears South 00°21'35" West) along the Easterly line of said Lot 1, same line also being the Westerly Right-of-Way line of N.W. 26th Terrace as shown said "PARCEL 18", a distance of 8.74 feet to a point on the arc of a curve concave to the Southeast having a radius of 330.00 feet and a central angle of 00°25'35" at which point the radius point of said curve bears South 41°07'42" East;

thence Southwesterly along the arc of said curve, same line also being the Southerly line of said Lot 1, same line also being the Northerly Right-of-Way line of Coco Plum Boulevard, a distance of 2.46 feet;

thence North 29°54'58" West along a line not radial to last described curve, a distance of 55.63 feet;

thence South 39°15'04" East along the East line of said Lot 1, a distance of 49.04 feet to the POINT OF BEGINNING.

(hereinafter the "Lands Added to Parcel D") has been added to Parcel D of the Plat; and

d. The following parcel of land, to wit:

A tract of land being a portion of Lot 50 of "PARCEL 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D." (for convenience to be hereinafter referred to as "PARCEL 18") as recorded in Plat Book 67, Page 110 of the Public Records of Palm Beach County, Florida, being in Section 3, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 50 of said "PARCEL 18"; thence North 20°34'51" West (bearings shown hereon are relative to the West line of the Northeast one-quarter of said Section 3 which bears South 00°21'35" West) along the Westerly line of said Lot 50, same line also being the Easterly line of Parcel "C" as shown on said "PARCEL 18", a distance of 33.26 feet;

thence South 29°54'58" East, a distance of 36.95 feet to a point on the arc of a curve concave to the Southeast having a radius of 330.00 feet and a central angle of 00°25'35" at which point the radius point of said curve bears South 18°16'38" East;

thence Southwesterly along the arc of said curve, same line also being the South line of said Lot 50, same line also being the Northerly Right-of-Way line of Coco Plum Boulevard, a distance of 2.46 feet;

thence North 69°18'36" West along a line not radial to last described curve, same line also being the Southwesterly line of said Lot 50, same line also being the Easterly Right-of-Way line of N.W. 26th Terrace as shown on said "PARCEL 18", a distance of 4.71 feet to the POINT OF BEGINNING.

(hereinafter the "Lands Added to Parcel C")  
has been added to Parcel C of the Plat.

4. Effective as of the date this Amendment is recorded in the Public Records of Palm Beach County, Florida, the Lands Added to Lot 1 and the Lands Added to Lot 50 shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens in the Declaration applicable to the Lots and shall not be subject to the covenants, restrictions, or easements in the Declaration applicable to Parcels C and D on the Plat prior to the execution of this Amendment.
5. Effective as of the date this Amendment is recorded in the Public Records of Palm Beach County, Florida, the Lands Added to Parcel C and the Lands Added to Parcel D are released and discharged from the covenants, restrictions, easements, charges and liens in the Declaration applicable to Lots and shall be subject to the covenants, restrictions, or easements in the Declaration currently applicable to Parcels C and D on the Plat.

IN WITNESS WHEREOF Lewis has caused this Amendment to be

executed that day and year abovementioned.

WITNESSES:

LEWIS & ASSOCIATES DEVELOPMENT  
CORP., a Florida corporation

Bonnie J. Peck  
Bonnie J. Peck  
Printed/Typewritten Name

Linda C. DeVito  
Linda C. DeVito  
Printed/Typewritten Name

By: Ronald C. Lewis  
RONALD C. Lewis, President  
Post Office Address:  
2614 N.W. 63rd Street  
Boca Raton, Florida 33496

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
17 day of May, 1992, by RONALD C. LEWIS,  
President of Lewis & Associates Development Corp., a Florida  
corporation, on behalf of said corporation, who is personally known  
to me and who did not take an oath.

Bonnie J. Peck  
Notary Public

BONNIE J. PECK  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 22, 1999  
NO. AA701429

ORB 7317 Ps 376

**LEWIS & ASSOCIATES DEVELOPMENT CORP. CONSENT**

Lewis & Associates Development Corp., a Florida corporation, as the owner of the Land Added to Parcel C and the Land Added to Parcel D hereby consents to this Amendment.

**WITNESSES:**

Bonnie J. Peck  
Bonnie J. Peck  
Printed/Typewritten Name

Linda C. Delitto  
Linda C. Delitto  
Printed/Typewritten Name

**LEWIS & ASSOCIATES DEVELOPMENT CORP.** a Florida corporation

By: Ronald C. Lewis  
Ronald C. Lewis, President  
Post Office Address:  
2614 N.W. 63rd Street  
Boca Raton, Florida 33496

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of May, 1992, by RONALD C. LEWIS, President of Lewis & Associates Development Corp., a Florida corporation, on behalf of said corporation, who is personally known to me and who did not take an oath.

Bonnie J. Peck  
Notary Public

BONNIE J. PECK  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 22, 1993  
NO. AA701429

CONSENT OF COUNTRY CLUB MAINTENANCE ASSOCIATION, INC. AND FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC., A FLORIDA GENERAL PARTNERSHIP

The undersigned Association holding a maintenance obligation, pursuant to the dedication in the Plat in the lands described in the Amendment hereby consents to the Amendment.

WITNESSES:

*Gaetana Christine Biondo*  
GAETANA CHRISTINE BIONDO  
Printed/Typewritten Name

*Billie C. Lovelady*  
Billie C. Lovelady  
Printed/Typewritten Name

COUNTRY CLUB MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit

By: *George C. Yeonas*  
Vice President  
Print Name & Title  
GEORGE C. YEONAS  
5396 JOG RD.  
Post Office Address  
BOCA RATON, FL 33490  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10TH day of JUNE, 1992 by GEORGE C. YEONAS, as Vice President of COUNTRY CLUB MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who has produced ~~IS~~ IS PERSONALLY KNOWN TO ME as identification and who did not take an oath.

*Gaetana Christine Biondo*  
Notary Public  
GAETANA CHRISTINE BIONDO  
Printed/Typewritten Name.  
My Commission Expires \_\_\_\_\_  
Notary Commission No. \_\_\_\_\_  
(Seal)



The undersigned Association holding a maintenance obligation by separate instruments, in the lands described in the Amendment hereby consents to the Amendment. Fairway Pointe Homeowner's Association, Inc. acknowledges and agrees that it shall perform all maintenance obligations on the reconfigured Parcels C and D of said Plat (resulting from the addition to said Lots 1 and 50 and said Parcels C and D as described in the foregoing First Amendment) as otherwise required pursuant to that certain Fairway

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Pointe Assignment and Assumption Agreement recorded in Official Records Book 6976 at Page 478 of the Public Records of Palm Beach County, Florida.

WITNESSES:

Bonnie J. Peck  
Bonnie J. Peck  
Printed/Typewritten Name

Linda C. DeVito  
Linda C. DeVito  
Printed/Typewritten Name

FAIRWAY POINTE HOMEOWNER'S ASSOC., a Florida corporation not for profit

By: Ronald C. Lewis  
Ronald C. Lewis, President  
2614 N.W. 63rd St.  
Boca Raton, FL 33496

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of may, 1992 by Ronald C. Lewis as President of FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me and who did not take an oath.

Bonnie J. Peck  
Notary Public

bjp\9117538\1stamend.dec

BONNIE J. PECK  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 22, 1993  
NO. AA701429

CONSENT OF MORTGAGEE TO RECORDING  
OF FIRST AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR FAIRWAY POINTE

WHEREAS, the undersigned, AMERICAN SAVINGS OF FLORIDA, F.S.B. (the "Mortgagee"), is the owner and holder of the following documents which encumber the Lots (the "Property") described in the First Amendment to Declaration which is amended by the First Amendment to Declaration of Covenants and Restrictions for Fairway Pointe to which this Consent is attached (hereinafter the "Amendment"), to wit:

1. A Palm Beach Mortgage Modification Agreement (the "Mortgage") recorded in Official Records Book 6882 at Page 1204.
2. An Assignment of Rents and Leases recorded in Official Records Book 6882 at Page 1214.
3. A Uniform Commercial Code - Financing Statement - Form UCC-1, recorded in Official Records Book 6882 at Page 1222.
4. An Assignment of Proceeds recorded in Official Records Book 6882 at Page 1291.
5. A Collateral Assignment of Agreement for Exchange of Real Property recorded in Official Records Book 6882 at Page 1283.
6. A Splitter Agreement recorded in Official Records Book 6882 at Page 1198.
7. A Mortgage Spreader (and Release) Agreement recorded in Official Records Book 6882 at Page 1190.
8. TOGETHER with all lien rights, if any, held by the undersigned pursuant to mortgage loan documents referenced in the instruments in items 1 through 7, inclusive, above which are recorded in the public records of Broward County, Florida.

all of the Public Records of Palm Beach County, Florida (hereinafter the "Loan Documents"), and

WHEREAS, Mortgagee has agreed to consent to the Amendment and the terms and provisions thereof.

NOW, THEREFORE, Mortgagee agrees as follows:

1. Subject to and upon the terms and conditions hereinafter set forth, Mortgagee does hereby consent to the Amendment and agrees that the Property shall be subject to the terms and provisions of the Declaration as amended by the Amendment. In the event Mortgagee forecloses the Mortgage, Mortgagee agrees that the Mortgagee shall not seek to nor shall it foreclose the estate, terms or provisions of the Declaration as amended by the Amendment. It is expressly understood and agreed, however, that the consent of Mortgagee contained herein shall not be deemed to be effective in any manner or respect whatsoever unless and until all persons or entities having any interest in all or any portion of the Property, including, but not limited to, any "Owner", "Developer", or "Institutional Mortgagee", as said terms are defined in the Declaration, and the holder of any interest in any mortgage, deed of trust or other security instrument affecting all or any portion of the Property, shall have executed and delivered a consent to the execution, delivery and recordation of the Amendment and shall have executed and delivered such other documents and instruments as shall be necessary or appropriate to cause all portions of the Property to be subject to the terms and conditions of the Declaration as amended by the Amendment, which terms and conditions shall be superior to the rights of any such Owner, Developer or Institutional Mortgagee, or the holder of any interest in any mortgage, deed of trust or other security instrument. It is further expressly understood and agreed that each and all of the portions of the Property not heretofore released from the lien of said Mortgagee shall remain subject to the lien of the Loan Documents unless and until Mortgagee shall have executed an instrument other than this Consent for the express purpose of releasing a portion of the Property. It is expressly understood and agreed that, notwithstanding anything to the contrary contained in the Declaration, Mortgagee shall not be obligated in any manner whatsoever to release any portion of the Property except upon the express terms and conditions set forth in the Loan Documents and in the documents and instruments executed contemporaneously therewith.

2. Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration as amended by the Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation, other than as lender, in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration.

3. The Loan Documents have, and do, continue to encumber all of the Property. This Consent is valid only for the Amendment and not for any further amendments or modifications of the Declaration.

Executed this 19 day of June, 1992

WITNESSES: AMERICAN SAVINGS OF FLORIDA, F.S.B.

Barbara Bartter  
Barbara Bartter  
Bertha Y. Willett By:  
Bertha Y. Willett

T.G. Gilbert  
T.G. Gilbert Senior, President  
Vice  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 19 day of June, 1992, by T.G. Gilbert, as Senior, President of AMERICAN SAVINGS OF FLORIDA, F.S.B., on behalf of said association, who is personally known to me or has produced as identification and who did not take an oath.

Madeline Kaballey  
Notary Public

My Commission Expires:

MADELINE KABALLEY  
Printed Name of Notary

Notary Commission No. \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 9, 1993  
BONDED THRU GENERAL INS. UND.

ARVIDA/JMB PARTNER'S CONSENT

Arvida/JMB Partners, a Florida general partnership, as the owner of the Lands Added to Lot 1 and the Lands Added to Lot 50 hereby consents to this Amendment and agrees that said lands shall be subject to this Amendment.

The undersigned, ARVIDA/JMB PARTNERS, a Florida general partnership, the owner and holder of two Purchase Money Mortgages and Security Agreements both dated July 3, 1991 recorded in Official Records Book 6882 at Page 1250 and Official Records Book 6882 at Page 1227, of the Public Records of Palm Beach County, Florida, which encumber the Lots described in the Declaration hereby consents to the First Amendment to Declaration of Covenants and Restrictions of Fairway Pointe to which this consent is attached and agrees that both of said Purchase Money Mortgages and Security Agreements shall be subject to the terms and provisions of said Amendment.

This Mortgagee's Consent is given in express reliance on the rights, benefits, privileges and protections afforded mortgagees in and under the Declaration and shall not alter, waive or impair any of such rights, benefits, privileges or protections or those afforded the undersigned in or otherwise arising from the aforesaid Purchase Money Mortgages and Security Agreements.

WITNESSES:

ARVIDA/JMB PARTNERS, a Florida general partnership

BY: ARVIDA/JMB MANAGERS, INC., a Delaware corporation, General Partner

*Steven A. Clauger*  
Steven A. Clauger  
*Steven M. Scarno*  
Steven M. Scarno

By: *Michael E. Hollibaugh*  
Michael E. Hollibaugh  
Vice President

(Corporate Seal)

Attest: *Debra J. Sullivan*  
Assistant Secretary

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STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
5<sup>th</sup> day of June, 1992, by Michael F. Hollister  
and Bernice T. Williams, as Vice President and Assistant  
Secretary, respectively, of ARVIDA/JMB MANAGERS, INC., a  
Delaware corporation, as General Partner of ARVIDA/JMB PARTNERS,  
a Florida general partnership, on behalf of the partnership, who are  
is (personally known to me) or has produced  
as identification (and who did not take an oath).

[Signature]  
Notary Public  
Susan M. Schiano  
Print Name

Notary Commission No. \_\_\_\_\_

(Seal)

My Commission Expires:  
06/30/93  
Notary Public - State of Florida  
My Commission Expires 06/30/93  
COM 001 21723

fp/con-2.dec

WILL CALL-27 ✓

OSBORNE, HANKINS, MACLAREN & REDGRAVE ATTYS  
P.O. DRAWER 40  
BOCA RATON, FLORIDA 33429  
FILE NO. 19121-111

This Instrument Prepared By:  
Kenneth A. Wenzel  
Attorney at Law  
Osborne, Hankins, MacLaren  
& Redgrave  
P.O. Drawer 40  
Boca Raton, FL 33429

SEP-07-1993 3:07PM 93-284897  
ORB 7875 Pg 119  
RECORDS SECTION

**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR FAIRWAY POINTE**

THIS SECOND AMENDMENT to Declaration of Covenants and Restrictions for Fairway Pointe (hereinafter "Second Amendment") is made this 7<sup>th</sup> day of September, 1993 by LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation (hereinafter "Lewis") which hereby declares and states as follows:

WHEREAS the Declaration of Covenants and Restrictions for Fairway Pointe dated September 11, 1991 was filed of record October 2, 1991 in Official Records Book 6976 at pages 588 through 638, inclusive, of the Public Records of Palm Beach County, Florida (hereinafter the "Declaration"); and

WHEREAS a First Amendment to the Declaration of Covenants and Restrictions for Fairway Pointe dated May 15, 1992 was filed of record July 10, 1992 in Official Records Book 7317 at pages 370 through 383, inclusive, of the Public Records of Palm Beach County, Florida (hereinafter the "First Amendment"); and

WHEREAS Lewis is the Developer in the Declaration and as the Developer owns at least one (1) Lot in the Property which is subject to the terms of the Declaration, as amended; and

WHEREAS pursuant to Article XII, Section 5 of the Declaration, Lewis, as the Developer, may amend the Declaration at any time and from time to time without the consent or approval of Fairway Pointe Homeowner's Association, Inc., a Florida corporation not for profit, any other Lot owner within the Plat or the holder of any mortgage on any Lot; and

WHEREAS Lewis desires to amend the Declaration by modifying the definition of a Lot as set forth in the Declaration in the manner set forth herein.

NOW THEREFORE, pursuant to the authority in said Article XII, Section 5 of the Declaration, Lewis hereby amends the Declaration as follows:

1. The aforesaid recitals are true and correct.

2. Subparagraph E of Section 1 of Article I of the Declaration is hereby deleted in its entirety and insert in lieu thereof, the following:

"E. "Lot" shall mean and refer to any lot or other parcel with any and all improvements thereon, in Fairway Pointe platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

Notwithstanding anything contained herein to the contrary, for all purposes of this Declaration, the Articles, the By-Laws and the Rules and Regulations of the Association, if any, (which purposes shall specifically include but not be limited to the levying of assessments, voting rights, membership in the Association, lien rights of the Association and maintenance responsibilities) it is hereby specifically deemed as follows:

(i) The Owner of the following described property:

Lot 20, Parcel 18, BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the Plat thereof as recorded in Plat Book 67, Pages 110 and 111, of the Public Records of Palm Beach County, Florida;

Together with a portion of Lot 19 more particularly described as follows:

Beginning at the most easterly corner of said Lot 19; thence southwesterly a distance of 7.50 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 8°35'40"; thence N 56°49'36" W, a distance of 26.25 feet; thence N 21°11'28" W, a distance of 12.20 feet; thence along the easterly line thereof S 38°58'22" E, a distance of 10.14 feet; thence S 60°20'35" E, a distance of 31.17 feet to the Point of Beginning *JA*

shall be deemed the owner of Lot 20 as set forth in the plat of Parcel 18 Broken Sound of University Park P.U.D. according to the plat thereof recorded in Plat Book 67 at pages 110 and 111 of the Public Records of Palm Beach County, Florida.

(ii) The Owner of the following described property:

Lot 19, Parcel 18, BROKEN SOUND OF UNIVERSITY PARK P.U.D., according to the Plat thereof as recorded in Plat Book 67, Pages 110 and 111, of the Public Records of Palm Beach County, Florida;

Less a portion thereof more particularly described as follows:

Beginning at the most easterly corner of said Lot 19, thence southwesterly a distance of 7.50 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 8°35'40"; thence N 56°49'36" W, a distance of 26.25 feet; thence N 21°11'28" W, a distance of 12.20 feet; thence along the easterly line thereof; S 38°58'22" E, a distance of 10.14 feet; thence S 60°20'35" E, a distance of 31.17 feet to the Point of Beginning;

Together with a portion of Lot 18 more particularly described as follows:

Beginning at the most easterly corner of said Lot 18; thence southwesterly a distance of 7.50 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 8°35'40"; thence N 61°22'15" W, a distance of 42.77 feet; thence S 70°59'51" E, along the southerly line of Lot 19, a distance of 44.40 feet to the Point of Beginning.

shall be deemed the owner of Lot 19 as set forth in the plat of Parcel 18 Broken Sound of University Park P.U.D. according to the plat thereof recorded in Plat Book 67 at pages 110 and 111 of the Public Records of Palm Beach County, Florida.

(iii) The Owner of the following described property:

Lot 18, Parcel 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D., according to the Plat thereof as recorded in Plat Book 67, pages 110 and 111, of the Public Records of Palm Beach County, Florida.

Less a portion thereof more particularly described as follows:

Beginning at the most easterly corner of said Lot 18; thence southwesterly a distance of 7.50

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feet along the arc of a curve having a radius of 50.00 feet and a central angle of 8°35'40"; thence N 61°22'15" W, a distance of 42.77 feet; thence S 70°59'51" E along the northerly line thereof, a distance of 44.40 feet to the point of beginning.

Together with a portion of Lot 17 more particularly described as follows:

Beginning at the most easterly corner of said Lot 17; thence southwesterly a distance of 5.50 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 6°18'09"; thence N 78°27'18" W, a distance of 25.89 feet; thence N 64°46'11" W a distance of 12.00 feet; thence S 85°16'11" E along the northerly line thereof, a distance of 21.46 feet; thence S 78°48'40" E, along said northerly line, a distance of 15.86 feet to the point of beginning.

shall be deemed the owner of Lot 18 as set forth in the plat of Parcel 18 Broken Sound of University Park P.U.D. according to the plat thereof recorded in Plat Book 67 at pages 110 and 111 of the Public Records of Palm Beach County, Florida.

(iv) The Owner of the following described property:

Lot 17, Parcel 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D., according to the Plat thereof as recorded in Plat Book 67, pages 110 and 111, of the Public Records of Palm Beach County, Florida.

Less a portion thereof more particularly described as follows:

Beginning at the most easterly corner of said Lot 17; thence southwesterly a distance of 5.50 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 6°18'09"; thence N 78°27'18" W, a distance of 25.89

feet; thence N 64°46'11" W a distance of 12.00 feet; thence S 85°16'11" E along the northerly line thereof, a distance of 21.46 feet; thence S 78°48'40" E, along said northerly line, a distance of 15.86 feet to the point of beginning.

Together with a portion of Lot 16 more particularly described as follows:

Beginning at the most northeasterly corner of said Lot 16; thence southeasterly a distance of 9.80 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 11°13'48"; thence N 62°35'36" W, a distance of 28.29 feet; thence S 78°48'40" E, a distance of 21.38 feet to the point of beginning. *q*

shall be deemed the owner of Lot 17 as set forth in the plat of Parcel 18 Broken Sound of University Park P.U.D. according to the plat thereof recorded in Plat Book 67 at pages 110 and 111 of the Public Records of Palm Beach County, Florida.

(v) The Owner of the following described property:

Lot 16, Parcel 18 BROKEN SOUND OF UNIVERSITY PARK P.U.D., according to the Plat thereof as recorded in Plat Book 67, pages 110 and 111, of the Public Records of Palm Beach County, Florida.

Less that portion thereof more particularly described as follows:

Beginning at the most northeasterly corner of said Lot 16; thence southeasterly a distance of 9.80 feet along the arc of a curve having a radius of 50.00 feet and a central angle of 11°13'48"; thence N 62°35'36" W, a distance of 28.29 feet; thence S 78°48'40" E, a distance of 21.38 feet to the point of beginning. *q*

shall be deemed the owner of Lot 16 as set forth in the plat of Parcel 18 Broken Sound of University Park P.U.D. according to the plat thereof recorded in Plat Book 67 at pages 110 and 111 of the Public Records of Palm Beach County, Florida."

IN WITNESS WHEREOF Lewis has caused this Amendment to be executed the day and year first written above.

WITNESSES:

Kenneth A. Winters  
KENNETH A. WINTERS  
Printed/Typewritten Name

Maureen P. Ricciardi  
MAUREEN P. RICCIARDI  
Printed/Typewritten Name

LEWIS & ASSOCIATES DEVELOPMENT CORP. a Florida corporation

By: Ronald C. Lewis  
Ronald C. Lewis, President  
Post Office Address:  
2614 N.W. 63rd Street  
Boca Raton, Florida 33496

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of September, 1993, by RONALD C. LEWIS, President of Lewis & Associates Development Corp., a Florida corporation, on behalf of said corporation, who is personally known to me.

Maureen P. Ricciardi  
Notary Public

OFFICIAL NOTARY SEAL  
ANNETTE ENCLAREN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 0011111  
MY COMMISSION EXPIRES 12/31/96

ORE 7875 Pg 125

CONSENT OF COUNTRY CLUB MAINTENANCE ASSOCIATION, INC. AND FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC.,

The undersigned, Country Club Maintenance Association, Inc, a Florida corporation not for profit, hereby consents to the foregoing Second Amendment.

WITNESSES:

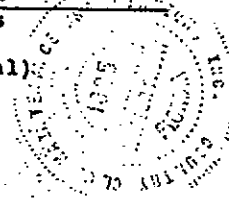
Eileen Motta  
EILEEN MOTTA  
Printed/Typewritten Name

Susan M. Salerno  
Susan M. Salerno  
Printed/Typewritten Name

COUNTRY CLUB MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit

By: [Signature]  
George V. Jones, Vice President  
Print Name & Title  
P.O. Box 100  
Deer Beach, FL  
Post Office Address

(Corporate Seal):



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2 day of August, 1993 by George V. Jones, as Vice President of COUNTRY CLUB MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who:

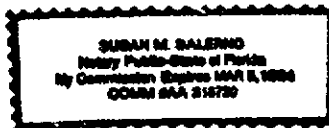
- is personally known to me, [or]
- has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

My Commission Expires:

Susan M. Salerno  
Printed Name of Notary

Notary Commission No. \_\_\_\_\_



ORB 7875 Pg 126

The undersigned, Fairway Pointe Homeowner's Association, Inc., a Florida corporation not for profit, hereby consents to the foregoing Second Amendment.

WITNESSES:

FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit

Caryn J. Kaminski  
CARYN J. KAMINSKI  
Printed/Typewritten Name

Annette Ricciardi  
ANNETTE RICCIARDI  
Printed/Typewritten Name

BY: Ronald C. Lewis  
Ronald C. Lewis, President  
2614 N.W. 63rd St.  
Boca Raton, FL 33496

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of 7/83, 1993 by Ronald C. Lewis as President of FAIRWAY POINTE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me.

Annette Ricciardi  
Notary Public

OFFICIAL NOTARY SEAL  
ANNETTE RICCIARDI  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. C004594  
MY COMMISSION EXP. JUNE 3, 1994

**ARVIDA/JMB PARTNER'S CONSENT  
TO SECOND AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS OF FAIRWAY POINTE**

The undersigned, ARVIDA/JMB PARTNERS, a Florida general partnership, the owner and holder of two Purchase Money Mortgages and Security Agreements both dated July 3, 1991 recorded in Official Records Book 6882 at Page 1250 and Official Records Book 6882 at Page 1227, of the Public Records of Palm Beach County, Florida, which encumber the Lots described in the Declaration hereby consents to the Second Amendment to Declaration of Covenants and Restrictions of Fairway Pointe to which this consent is attached and agrees that both of said Purchase Money Mortgages and Security Agreements shall be subject to the terms and provisions of said Amendment.

This Mortgagee's Consent is given in express reliance on the rights, benefits, privileges and protections afforded mortgagees in and under the Declaration and shall not alter, waive or impair any of such rights, benefits, privileges or protections or those afforded the undersigned in or otherwise arising from the aforesaid Purchase Money Mortgages and Security Agreements.

WITNESSES:

ARVIDA/JMB PARTNERS, a Florida  
general partnership

BY: ARVIDA/JMB MANAGERS, INC., a  
Delaware corporation, General  
Partner

*Robert M. ...*  
*John R. ...*

By: *John R. ...*  
John R. ...  
Vice President

(Corporate Seal)



Attest: *Beatrice ...*  
Assistant Secretary

ORB 7875 Ps 128  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of August, 1993, by John R. Crab and Bernice T. Williams, as Vice President and Assistant Secretary, respectively, of ARVIDA/JMB MANAGERS, INC., a Delaware corporation, as General Partner of ARVIDA/JMB PARTNERS, a Florida general partnership, on behalf of the partnership, sho:

who is personally known to me  
 or has produced \_\_\_\_\_ as identification.

Susan M. Salerno  
Notary Public  
Susan M. Salerno  
Print Name

My Commission Expires:

Notary Commission No. \_\_\_\_\_

(Seal)

fp/con-2.dec

