

✓ret to:
This Instrument Prepared By
B. JEANE CRIPPEN, ESQ.
JONES & FOSTER, P.A.
P.O. DRAWER
WEST PALM BEACH, FLA 33402

DECLARATION OF EASEMENTS

This Indenture, made this 6th day of December, 1982,
by and between GENERAL ELECTRIC CREDIT CORPORATION, a New York
corporation authorized to do business in Florida ("G.E.C.C."), as
Grantor and EASTLAKES PROPERTY OWNERS' ASSOCIATION, INC., a
Florida corporation not-for-profit ("Eastlakes") whose post
office address is 13550 Eastpoint Boulevard, Palm Beach Gardens,
Florida 33410, as Grantee.

WITNESSETH:

WHEREAS, G.E.C.C. is the owner and developer of that
certain real property located in Palm Beach County, Florida,
known as Eastpointe Country Club Subdivision ("Eastpointe"),
described in Exhibit "A" attached hereto; and

WHEREAS, Eastlakes is an entity established for the
management and operation of certain real property located in
Eastpointe as described in Exhibit "B" attached hereto, of which
all owners of real property within said area are members; and

WHEREAS, Pinewood Condominium Association, Inc., a
Florida corporation not-for-profit ("Pinewood"), is the entity
responsible for the management and operation of Pinewood
Condominium pursuant to the Declaration of Condominium of
Pinewood Condominium recorded in the public records of Palm Beach
County, Florida, of which all unit owners within the Pinewood
Condominium are members as well as members of Eastlakes; and

WHEREAS, a portion of the roadways owned by G.E.C.C. is
necessary to provide access from Touchstone Place to the Pinewood
Condominium and to certain real property under the jurisdiction
of Eastlakes, and to provide parking spaces for the unit owners
within the Pinewood Condominium; and

WHEREAS, a portion of the real property owned by
G.E.C.C. is necessary to provide access for pedestrian traffic
and for the pleasure and enjoyment of the members of Eastlakes;
and

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WHEREAS, G.E.C.C. intends to grant to itself, Eastlakes and to the members thereof, their successors, assigns, guests, tenants, mortgagees and invitees, non-exclusive easements for vehicular and pedestrian traffic for ingress and egress and for parking across the real property described in Exhibit "C" attached hereto ("Access and Parking Area"), including the right by Eastlakes to exclusively assign parking spaces thereon to the unit owners within Pinewood Condominium; and

WHEREAS, G.E.C.C. intends to grant to itself, Eastlakes and to its members, their successors, assigns, guests, tenants, mortgagees and invitees, a non-exclusive right of use, benefit and enjoyment of, together with a non-exclusive easement for pedestrian traffic across certain real property described in Exhibit "D" attached hereto ("Property"); and

WHEREAS, the parties hereto intend to make provision for the upkeep, replacement, maintenance and repair of the Access and Parking Area and Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The facts set forth above are true and correct.
2. G.E.C.C. hereby grants to itself, Eastlakes, and to the members thereof, their guests, tenants, mortgagees and invitees, non-exclusive easements for pedestrian and vehicular traffic for ingress and egress and for parking over and across the Access and Parking Area. Additionally, there shall be easements for ingress and egress over and across the Access and Parking Area for public services including, without limitations, the right of the police and fire departments to enter upon the Roadway for the purpose of rendering their respective services, and for agents and employees of utility companies servicing Pinewood.

3. G.E.C.C. hereby grants to Eastlakes the right to exclusively assign the parking spaces located on the Access and Parking Area to unit owners in Pinewood.

4. In accordance with the foregoing, Eastlakes hereby exclusively assigns the right of use of certain designated parking spaces to unit owners within Pinewood Condominium as set forth in Exhibit "E".

5. The easements granted in Paragraph 2 shall be subject to the right of the parties responsible therefor to maintain, manage, operate, repair or replace completed portions of the Access and Parking Area and to such rules and regulations governing the use of the Access and Parking Area as may, from time to time be promulgated by Eastlakes.

6. G.E.C.C. hereby grants to itself, Eastlakes and to the members thereof, their successors, assigns, guests, tenants, mortgagees and invitees, the non-exclusive right of use, benefit and enjoyment, together with a non-exclusive easement for pedestrian traffic over and across the Property.

7. It shall be the responsibility and obligation of Eastlakes to operate, maintain, repair and replace the Access and Parking Area. The costs of such operation, maintenance, replacement and repair shall be borne by Eastlakes and assessed against the members thereof. Eastlakes shall keep and maintain the Access and Parking Area in good and substantial repair and in a clean and sanitary condition, and Eastlakes shall use, keep and maintain said Access and Parking Area in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State and City governments having jurisdiction thereof.

8. Eastlakes shall have the duty to perform all upkeep and maintenance of the Property. The cost of such maintenance and upkeep shall be borne by Eastlakes and assessed against the members thereof. Eastlakes shall keep and maintain the Property

in a clean and sanitary condition, in conformity with the surrounding properties.

9. Easements for utilities' services and drainage have been reserved under, through and over the Access and Parking Area and Property as shown on Plat No. 12 Eastpointe Subdivision, recorded in Plat Book 41, pages 160 through 172 inclusive, Public Records of Palm Beach County, Florida. The easements granted above shall be subject to the aforescribed easements for drainage and utilities.

10. The easements granted herein shall be irrevocable and shall constitute covenants running with the land and shall be binding upon the parties hereto, their heirs, personal representatives, successors or assigns.

Signed, sealed and delivered in the presence of:

GENERAL ELECTRIC CREDIT CORPORATION, a New York Corporation

E.R. Boyd

By: *J. J. ...*
Vice-President

James ...

Attest: *R. D. ...*
Attesting Secretary

EASTLAKES PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation.

Penny Wellborn

By: *Richard King*
President

Rachelle Crain

Attest: *Al ...*
Secretary



STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared R. R. Cacicedo and R. A. Diago, as Vice-President and Attesting Secretary, respectively, of GENERAL ELECTRIC CREDIT CORPORATION, INC., a New York corporation authorized to do business in the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of the Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 6th day of December 1982.



[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 13 1983
BONDED THROUGH GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared RICHARD NIGRO and A.W. WALKER, as President and Secretary, respectively, of EASTLAKES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of the Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of December, 1982.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 30, 1986
BONDED THROUGH TRICOR INSURANCE, INC.

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EXHIBIT A

DESCRIPTION OF EASTPOINTE PUD

TRACT 1

All that portion of Section 27, Township 41 South, Range 42 East, Palm Beach County, Florida, lying West of Florida's Turnpike (Formerly Sunshine State Parkway) as now laid out and in use excepting therefrom the South One-Half (S 1/2) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of said Section 27, and also excepting the North 75.00 Feet of said Section 27 deeded to Palm Beach County for Right-of-Way of Donald Ross Road.

TRACT 2

The Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of Section 34, Township 41 South, Range 42 East, containing 40 acres, more or less; Also the West One-Half (W 1/2) of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 34, Township 41 South, Range 42 East, containing 20 acres, more or less; Excepting therefrom a tract of land lying in said Section 34, Township 41 South, Range 42 East, Palm Beach County, Florida, being condemned by the Florida State Turnpike Authority, more particularly described as follows: Beginning at a point on the northerly Right-of-Way line of Hood Road, said Point lying S 01°16'03"W, a distance of 1,289.05 Feet, and N 88°40'49"W, a distance of 657.50 Feet from the Northeast corner of Section 34, Township 41 South, Range 42 East, Palm Beach County, Florida; Thence N 88°40'48"W, along said northerly Right-of-Way line of Hood Road, a distance of 657.60 Feet to a Point; Thence N 01°22'21"E, a distance of 33.58 Feet to a Point; Thence S 83°56'59"E, a distance of 288.39 Feet to a Point; Thence N 86°33'40"E, a distance of 170.47 Feet to a Point; Thence S 01°19'12"W, a distance of 65.68 Feet to the Point of Beginning. Containing 0.64 acre, more or less.

TRACT 3

The North One-Half (N 1/2) of the Northwest One-Quarter (NW 1/4), less County Road Right-of-Way, and less the West One-Quarter (W 1/4) of the Northwest One-Quarter (NW 1/4) of Section 34, Township 41 South, Range 42 East, Palm Beach County, Florida, containing approximately 68.75 acres.

EXHIBIT B
(Eastlakes)

ALL REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA.

All of Plat No. 8A, EASTPOINTE COUNTRY CLUB SUBDIVISION,
according to the Plat thereof recorded in Plat Book 39, Pages 86
and 87, less "Tract A" as shown on said Plat 8A.

TOGETHER WITH

All of Plat No. 9, EASTPOINTE SUBDIVISION, according
to the plat thereof recorded in Plat Book 41, Pages 11, 12 and
13.

TOGETHER WITH

All of Plat No. 11, EASTPOINTE SUBDIVISION, according
to the plat thereof recorded in Plat Book 41, Pages 166 and 167.

TOGETHER WITH

All of Tract 2 as shown on proposed Plat No. 13 of
EASTPOINTE SUBDIVISION.

TOGETHER WITH

All residential areas shown on proposed Plat No. 14
of EASTPOINTE SUBDIVISION, if any.

TOGETHER WITH

Tracts M through V, Plat No. 10, according to the Plat
thereof recorded in Plat Book 41, Pages 65 through 68 inclusive.

TOGETHER WITH

All of Plat No. 12, according to the Plat thereof recorded
in Plat Book 41, Pages 168 through 172 inclusive.

TOGETHER WITH

Tracts 3 and 4 as shown on proposed Plat 13.

LESS all areas on said Plats dedicated to the Eastpointe Home
Owners' Association, Inc., shown on said Plats as Golf Course
area.

EXHIBIT "C"

A portion of Section 27, Township 41 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of Tract A, Plat No. 12 EASTPOINTE SUBDIVISION according to the plat thereof recorded in Plat Book 41, pages 168 through 172, inclusive, Public Records of Palm Beach County, Florida: run thence South 32°14'51" West along the Westerly right-of-way line of Touchstone Place, a distance of 90.00 feet to the Point of Beginning of the herein described parcel; thence continue South 32°14'51" West, a distance of 43.00 feet; thence North 57°45'09" West, a distance of 20.00 feet; thence North 83°29'07" West, a distance of 94.67 feet; thence South 82°39'55" West, a distance of 50.09 feet; thence South 74°27'55" West, a distance of 84.13 feet; thence North 13°59'24" West, a distance of 120.36 feet; thence North 57°50'39" West, a distance of 219.39 feet; thence North 32°09'21" East, a distance of 43.78 feet; thence North 07°12'09" East, a distance of 16.30 feet; thence South 82°47'51" East, a distance of 100.30 feet; thence South 07°12'09" West, a distance of 2.22 feet; thence South 58°04'50" East, a distance of 218.30 feet; thence South 31°55'10" West, a distance of 44.60 feet; thence North 58°4'50" West, a distance of 35.00 feet; thence South 62°01'00" West, a distance of 47.91 feet; thence South 13°55'54" East, a distance of 60.26 feet; thence South 60°47'24" East, a distance of 27.46 feet; thence North 77°14'27" East, a distance of 77.93 feet; thence North 88°37'30" East, a distance of 68.07 feet; thence South 77°23'34" East, a distance of 85.13 feet to the Point of Beginning.

Containing .08525 acre, more or less.

EXHIBIT "D"

A portion of Section 27, Township 41 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the Northeast corner of Tract A, Plat No. 12 EASTPOINTE SUBDIVISION according to the plat thereof, recorded in Plat Book 41, pages 168 through 172, inclusive, Public Records of Palm Beach County, Florida; run thence South $32^{\circ}14'51''$ West along the Westerly right-of-way of Touchstone Place, a distance of 133.00 feet; thence North $57^{\circ}45'09''$ West, a distance of 20.00 feet; thence North $83^{\circ}29'07''$ West, a distance of 94.67 feet; thence South $82^{\circ}39'55''$ West, a distance of 50.09 feet; thence South $74^{\circ}27'55''$ West, a distance of 84.13 feet; thence North $13^{\circ}59'24''$ West, a distance of 120.36 feet; thence North $57^{\circ}50'39''$ West, a distance of 219.39 feet; thence North $32^{\circ}09'21''$ East, a distance of 37.99 feet; thence North $57^{\circ}48'15''$ West, a distance of 54.62 feet to a Point in the Westerly boundary of Tract B of said Plat No. 12; thence North $32^{\circ}50'20''$ East and running along the boundary of said Tract B, a distance of 114.50 feet to a point in the arc of a curve concave Southerly having a radius of 150 feet, local tangent passing through said point bears North $72^{\circ}35'23''$ East; thence Northeasterly along the arc of said curve subtending a central angle of $19^{\circ}48'18''$, a distance of 51.85 feet; thence South $57^{\circ}45'09''$ East and running along the Northerly boundary of said Tracts B and A, a distance of 520.57 feet to the Point of Beginning; excepting therefrom the Land Parcels A and B and the access easement as hereinbefore described.

Containing 1.0833 acres, more or less.

EXHIBIT E

PARKING SPACE DESIGNATIONS

Parking Space No.	Building	Unit	Guest	Parking Space No.	Building	Unit	Guest
1	A	106		21	B	104	
2	A	206		22	B	204	
3	A	205		23	B	203	
4	A	105		24	B	103	
5			G	25	B	102	
6	A	104		26	B	202	
7	A	204		27	B	201	
8	A	203		28	B	101	
9	A	103		29			G
10			G	30			G
11			G	31			G
12	A	102		32			G
13	A	202		33			G
14	A	201		34			G
15	A	101		35			G
16			G	36			G
17			G	37			G
18			G	38			G
19			G	39			G
20			G	40			G

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