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Return to: (enclose self-addressed stamped envelope)

Name: Mark F. Grant, Esq.
Address: Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

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Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0291 - 308; (18pgs)

This Instrument Prepared by:
Mark F. Grant, Esq.
Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SHARED FACILITIES AGREEMENT

THIS SHARED FACILITIES AGREEMENT (this "Agreement") is made this 23rd day of November, 2009, by and among DIVOSTA HOMES, L.P., a Delaware limited partnership, its successors and assigns ("Declarant"), whose mailing address is 100 Bloomfield Hills Parkway, Suite 300, Bloomfield Hills, Michigan 48304, WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Windsor Park Association"), whose mailing address is 9240 Estero Park Commons Blvd., Estero, Florida 33928 and THE ALLEGRO AT ABACOA, L.L.C., a Florida limited liability company ("Senior Owner"), whose mailing address is 212 South Central Avenue, Suite 301, St. Louis, Missouri 63105.

WHEREAS, Declarant is the owner of the land and existing improvements located on the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Windsor Park Property"); and

WHEREAS, Declarant intends to develop the Windsor Park Property in accordance with and subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Windsor Park ("Windsor Park Declaration"), recorded or to be recorded in the Public Records of Palm Beach County, Florida (the "County"); and

WHEREAS, the Windsor Park Property is to be administered and operated by Windsor Park Association; and

WHEREAS, Declarant is conveying to Senior Owner the property described on Exhibit "B" (the "Senior Property"), which Senior Property is located adjacent to the Windsor Park Property and upon which it is currently contemplated that Senior Owner will construct and operate a senior living facility together with related structures, operations, amenities and facilities (the "Senior Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement in order to acknowledge their respective rights and obligations with respect to certain of the roads, lines, and facilities constituting a portion of the common area of the Windsor Park Property (the "Common

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Area”), thus extending to the Senior Property certain easement rights to portions of the Common Area of the Windsor Park Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and are incorporated herein by reference.
2. **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth herein. In addition to the defined terms otherwise set forth in this Agreement, the terms set forth below will have the meanings assigned to them as follows:

2.1 “Shared Facilities” means all Common Roads, all Shared Irrigation Lines and Facilities, roadways serving the Senior Property together with any stormwater management system as to which both Senior Owner and Windsor Park Association have ownership, easement or use rights of record.

2.2 “Common Roads” means those portions of the Shared Facilities as shown on Exhibit “C” attached hereto and made a part hereof that have been paved or otherwise improved for use as streets, roads or rights-of-ways. The Common Roads shall not be used for any other purpose than for ingress and egress to or through the Senior Property and/or the Windsor Park Property from adjacent public rights-of-way or any other permitted purpose.

2.3 “Legal Requirements” means any and all applicable federal, state, county and municipal laws, ordinances, regulations, codes, rules or orders including without limitation, requirements relating to minimum lot size, handicapped and regular parking, building setbacks, fire codes, lot coverage ratios, frontage, site plan approval, access to public rights-of-way, and any other environmental protection, land use and zoning laws and regulations.

2.4 “Maintain” means operate, upkeep, maintain, repair, replace, trimming trees, fertilize, provide pest control, paint, stripe, landscape, improve, replace, construct, reconstruct, insure, as well as manage and perform accounting services and to provide any and all electricity related to any and all of the foregoing. The “costs to Maintain”, mean all costs and expenses incurred by Windsor Park Association in the course of its actions to Maintain, provided that charges for management and accounting fees shall be limited to amounts actually paid by Windsor Park Association to unrelated third parties for such services.

2.5 “Shared Irrigation Lines and Facilities” means those portions of the Shared Facilities located within the right of way of the Common Roads, but serving (alone or in concert with the Windsor Park Property), the Senior Property, the Common Roads, or the stormwater management system as to which both Senior Owner and Windsor Park Association have ownership, easement or use rights of record.

2.6 “Additional Irrigation Water” means that irrigation water which comes through the Shared Irrigation Lines and Facilities to service only the Senior Property, which will be sub-metered to reflect the actual irrigation water serving the Senior Property.

3. Declarant, Senior Owner and Windsor Park Association hereby agree that Senior Owner shall pay to Windsor Park Association (collectively and individually, the “Senior Owner’s Share”):

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3.1 Six and Seventeen Hundredths percent (6.17%) of the cost to Maintain the Common Roads representing a reasonable apportionment of Senior Owner's share of the cost to Maintain the Common Roads; and

3.2 Six and Seventeen Hundredths percent (6.17%) of the cost to Maintain the Shared Irrigation Lines and Facilities, representing a reasonable apportionment of Senior Owner's share of the cost to Maintain the Shared Irrigation Lines and Facilities; and

3.3 Six and Seventeen Hundredths percent (6.17%) of the cost of the irrigation water for the Common Area of the Windsor Park Property, representing a reasonable apportionment of Senior Owner's share of the cost to irrigate the Common Area of the Windsor Park Property; and

3.4 The cost of the Additional Irrigation Water.

One Hundred Percent (100%) of the cost to Maintain the Shared Facilities shall be referred to herein as the "Shared Facilities Expenses". The Shared Facilities Expenses shall be determined by the Board of Directors of Windsor Park Association in good faith in accordance with the terms of this Agreement and Senior Owner's Share thereof shall constitute Senior Owner's sole obligation for "Assessments" (as defined in the Windsor Park Declaration) attributable to the cost to Maintain the Shared Facilities. An initial budget of the Shared Facilities Expenses and a calculation of Senior Owner's share of the Shared Facilities Expenses are attached hereto as Exhibit "D" (the "Estimated Initial Budget") for illustration purposes only.

4. In no event shall:

4.1 Senior Owner's obligation to pay Shared Facilities Expenses exceed Senior Owner's Share of the actual out of pocket costs to Maintain incurred by Windsor Park Association and payable to unrelated third parties for the Shared Facilities; or

4.2 Senior Owner's Share of Shared Facilities Expenses (other than non-recurring capital repairs or replacements and Noncontrollable Expenses) for the first calendar year exceeds 110% of the estimate of Senior Owner's Share of Shared Facilities Expenses (other than non-recurring capital repairs or replacements and Noncontrollable Expenses) pursuant to the Estimated Initial Budget. As used herein, "Noncontrollable Expenses" shall mean ad valorem real and personal property taxes and insurance premiums.

4.3 Senior Owner's Share of Shared Facilities Expenses (other than non-recurring capital repairs or replacements and Noncontrollable Expenses) for any calendar year exceeds 103% of Senior Owner's Share of Shared Facilities Expenses (other than non-recurring capital repairs or replacements and Noncontrollable Expenses) for the immediately prior calendar year.

5. Windsor Park Association shall annually prepare a schedule of anticipated Shared Facilities Expenses and shall bill Senior Owner quarterly in advance for Senior Owner's Share of the Shared Facilities Expenses as set forth in Section 3 above.

5.1 Each quarterly invoice from Windsor Park Association shall show an adjustment to the amount then due for any difference between payments theretofore paid by Senior Owner and Senior Owner's Share of actual Shared Facilities Expenses incurred by Windsor Park Association. In the event of any overpayment by Senior Owner resulting in Senior Owner

having a credit balance of Five Thousand Dollars (\$5,000.00) or more, the credit balance shall be promptly refunded to Senior Owner upon demand.

5.2 Notwithstanding anything contained herein to the contrary, the parties hereby agree that for ordinary and customary repairs and maintenance, Senior Owner's Share of Shared Facilities Expenses shall be based upon the total costs to Maintain the Common Area of the Windsor Park Property. Provided, however, the Shared Facilities Expenses shall not include any portion of costs or expenses incurred in connection with lines, roads, facilities, or services as to which Senior Owner has no reasonable use or access, for example:

- (a) Costs to Maintain secured entrances, access gates, or guard gate facilities, if any, for roadways and entrances not reasonably providing access to or serving the Senior Property shall not be included in the Shared Facilities Expenses.
- (b) Costs to Maintain parks, playgrounds, and/or athletic fields not actually used by Senior Owner (its tenants, residents, or employees) shall not be included in the Shared Facilities Expenses.
- (c) Capital expenses to Maintain directional signage, roadways, or parking areas not reasonably providing access to or serving the Senior Property shall not be included in the Shared Facilities Expenses.

5.3 Shared Facilities Expenses shall not include any portion of costs to Maintain:

- (a) To the extent the same arise from the grossly negligent or wrongful intentional act or omission of any person.
- (b) To the extent the same arise from a matter or circumstance as to which a party hereunder is entitled to indemnity pursuant to the terms of this Agreement or the Windsor Park Declaration.
- (c) To the extent Windsor Park Association would be entitled to compensation or reimbursement by insurance required to be carried pursuant to this Agreement or the Windsor Park Declaration, regardless of whether such insurance is actually carried by Windsor Park Association.

6. Payments by Senior Owner shall be made on the fifteenth (15th) day of each calendar quarter and shall begin accruing as of the last to occur of (a) the date of recordation of the Windsor Park Declaration; (b) issuance of a certificate of occupancy for a structure completed on the Senior Property; and/or (c) substantial completion of the Shared Facilities. In the event any such payment by Senior Owner is more than thirty (30) days late, Senior Owner shall be obligated to pay interest thereon, from the date originally due until actually paid, at eighteen percent (18%) per annum. Once payments by Senior Owner begin as described in this Section 6, such commencement of payments shall be referred to herein as the "Start Date."

7. Subject to the limitations on the liability of Senior Owner set forth in Section 4 above, Senior Owner shall also be liable for Senior Owner's Share of any "special assessment" (as defined in the Windsor Park Declaration) attributable to the Shared Facilities, payable as directed in Windsor Park Association's notice to Senior Owner of such assessment, and also subject to interest as provided hereinabove for late payment. Windsor Park Association's notice to Senior Owner shall be delivered not less than thirty (30) days before the payment for such assessment is due.



8. Senior Owner shall have reasonable access to Windsor Park Association's books and records with respect to the Shared Facilities Expenses and shall be furnished a copy of Windsor Park Association's schedule of Shared Facilities Expenses for the next fiscal year at least fifteen (15) days prior to the end of Windsor Park Association's current fiscal year.

o Responsibility for maintenance.

9.1 Windsor Park Association will Maintain the Shared Facilities in a clean, safe, attractive and functional condition, and will timely Maintain the same. In complying with the foregoing covenants, the Windsor Park Association will comply with the following:

(a) Legal Requirements. Comply with all Legal Requirements respecting the Shared Facilities;

(b) Roadways. Maintain all portions of the Shared Facilities used for ingress, egress, and access so as to have the same at all times in a first class, safe and well-maintained condition;

(c) Safe Condition. Maintain the Shared Facilities so as to have the same at all times in a good, safe and clean condition, including without limitation, all sidewalks, Common Roads, landscaping, green spaces, medians, street lighting, and portions of the stormwater management system;

(d) Signs and Markings. Maintain the Shared Facilities so as to keep all identification signs, directional signs, pavement signs and pavement striping distinct and legible which are the obligation of Windsor Park Association to maintain;

(e) Lighting. Maintain the lighting and the tubes, bulbs and ballasts on any lighting included in or serving the Shared Facilities, as may be necessary, and keep the Shared Facilities appropriately and attractively lighted;

(f) Landscaping. Maintain the landscaping of the Shared Facilities (including without limitation, proper mowing, trimming, edging, irrigation, weeding and pruning), Maintain the irrigation system serving the same and plant and replant all landscaped and planted areas within the Shared Facilities;

(g) Drainage and Utilities. Maintain any portions of the Shared Facilities constituting: (i) portions of the stormwater management system; or (ii) constituting utility lines and facilities to the extent the same either serve the Shared Facilities or themselves constitute Shared Facilities.

(h) Barriers. No barriers, walls, fences, curbs or blockades shall be constructed, erected or maintained on, over or about the Common Area that would interfere with the rights granted pursuant to this Agreement.

9.2 Subject to the terms of this Agreement, Declarant and Windsor Park Association hereby grant to Senior Owner a perpetual easement and right to connect to the Shared Irrigation Lines and Facilities at a tie-in situated at the boundary of the Senior Property in a location to be mutually agreed upon by Declarant and Senior Owner.

9.3 So long as the Senior Owner or the Windsor Park Association first request the other's prior written consent, which consent shall not unreasonably withheld, each of the Senior Owner and the Windsor Park Association shall have the right to grant, provided consent is given

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by Senior Owner or Windsor Park Association, as the case may be and as stated above, to any utility company or service provider non-exclusive easement rights in the Common Area of the Windsor Park Property.

9.4 Access, ingress and egress to or from the Senior Property by Senior Owner, or by its employees, tenants, guests or invitees, shall not be unreasonably interfered with by any person without the prior written consent of the Senior Owner, which consent shall not be unreasonably withheld, conditioned or delayed. In all events, the Senior Owner shall have access to and from the Senior Property, 7 days per week, 24 hours per day. Access to the Senior Property by the Windsor Park Association, its employees or contractors, shall be permitted at all reasonable times provided that Senior Owner is given reasonable advance notice of such entry, which shall not be less than 24 hours except in the event that an emergency condition exists with respect to the Shared Facilities on the Senior Property; provided, further, that notwithstanding the foregoing, entry into buildings or secured outdoor areas on the Senior Property shall also require that the individuals so entering check-in with Senior Owner's community staff, which community staff shall have the right to accompany such individuals while inside said buildings or secured outdoor areas unless there is an emergency condition existing with respect to the Shared Facilities on the Senior Property in which case a good faith effort to check-in will instead be made by such individuals. If there is any work to be performed by a contractor or service provider working on behalf of the Windsor Park Association with respect to the Shared Facilities on the Senior Property, then the Windsor Park Association shall cause such contractor or service provider to name Senior Owner as an additional insured on the Commercial General Liability insurance policy carried by such contractor or service provider.

9.5 Once the Start Date to pay Shared Facilities Expenses has commenced, the obligation to pay Shared Facilities Expenses shall continue in perpetuity irrespective of any period of vacancy or untenantability due to casualty, condemnation, demolition or reconstruction, or otherwise.

9.6 Notwithstanding anything in the definition of "Shared Facilities" to the contrary, the parties agree that Shared Facilities shall only include roadways, stormwater management facilities, and irrigation lines that:

- (a) serve both the Windsor Park Property and the Senior Property; or
- (b) are located on the Windsor Park Property; or
- (c) serve only the Windsor Park Property; or
- (d) are located within the Common Roads.

No easement rights sold by the Windsor Park Association shall include the right to make installations on the Senior Property (or use lines located within the Senior Property) without compensation to and consent of the Senior Owner, unless Senior Owner otherwise agrees to the same.

9.7 The maintenance, repair and replacement of any roadways and/or irrigation lines contained solely within the Senior Property and solely serving the Senior Property, shall be the responsibility of Senior Owner.

9.8 Windsor Park Association shall be responsible to determine the need for and to Maintain the Shared Facilities for which it is hereunder obligated. Provided that the Shared



Facilities shall be kept in good condition and repair and operational at all times, such maintenance, repair and replacement of the Shared Facilities shall be to a standard reasonably determined by Windsor Park Association, in compliance with the requirements of all governmental authorities of competent jurisdiction and this Agreement.

10. Neither Senior Owner nor any tenant, resident, or occupant of any portion of the Senior Property shall have any voting rights in Windsor Park Association. Provided the same shall at all times be commercially reasonable under the circumstances, neither Senior Owner nor any tenant, resident, or occupant of any portion of the Senior Property shall have any right to participate in the determination of the amount of the Shared Facilities Expenses.

11. This Agreement shall become effective upon recording in the Public Records of the County.

12. This Agreement is terminable only by an instrument executed by both Windsor Park Association and Senior Owner and upon the recordation of such instrument of termination of this Agreement in the Public Records of the County.

13. This Agreement may not be modified except by written instrument executed by Windsor Park Association and Senior Owner.

14. In the event of a breach of any of the covenants or agreements set forth in this Agreement, Declarant and, where applicable, Windsor Park Association or Senior Owner shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. It is agreed that in the event it becomes necessary for either Declarant, Windsor Park Association or Senior Owner to defend or institute legal proceedings as the result of the failure of either to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels. This Agreement shall be governed by the laws of the State of Florida without regard to concepts of choice of laws and venue for any action with respect to this Agreement shall be in the County.

15. This Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use.

16. Declarant and Windsor Park Association shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.

17. Any notice or demand required or permitted hereunder shall be in writing, may be delivered personally or sent by certified mail with postage prepaid, or by reputable courier service with charges prepaid, to the address first above specified, or such other address in the United States of America as such party may designate in a notice to the other party given in the manner described herein. Any notice or demand hereunder shall be deemed given when received. Any notice or demand which is rejected, the acceptance of delivery of which is refused or which is incapable of being delivered for any reason whatsoever at the address specified



herein or such other address as may be designated pursuant hereto shall be deemed received as of the date of attempted delivery.

18. No waiver of any of the provisions of this Agreement shall be effective unless in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. The conditions and covenants set forth herein are intended to be, and shall be construed as, covenants running with the land and shall be binding upon and inure to the benefit of the owners of the Windsor Park Property and the Senior Property and the occupants thereof and upon Windsor Park Association.

20. Senior Owner's Share of the Shared Facilities Expenses, as set forth herein, together with interest thereon and costs of collection thereof, including legal fees as herein provided, are subject to a lien in favor of Windsor Park Association to secure payment thereof. Senior Owner's Share of the Shared Facilities Expenses are hereby declared to be a charge on the Senior Property and shall be a continuing lien upon the Senior Property, but shall be subordinate to the rights of the holder(s) of a first mortgage encumbering the Senior Property. Senior Owner's Share of the Shared Facilities Expenses together with interest thereon and costs of collection thereof, including legal fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Senior Property from time to time. Windsor Park Association's lien for Senior Owner's Share of Shared Facilities Expenses shall relate back to the date of recording of this Agreement amongst the Public Records of the County.

21. The amount due Windsor Park Association shall be set forth in a written acknowledged statement by Windsor Park Association, as of the date the statement is signed setting forth the description of the Senior Property, the name of the record owner of the Senior Property, the name and address of Windsor Park Association, the amount due to Windsor Park Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

22. The parties hereby acknowledge and agree that while the Senior Property is not subject to the Windsor Park Declaration, the Senior Property is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 9739, Page 1629 of the Public Records of the County.

23. This Agreement has been drafted following due negotiation by both parties and their respective representatives and fairly and accurately reflects the intent of the parties with regard to the terms and conditions of this Agreement. Accordingly, all parties agree that this Agreement shall not be construed for or against any party, but rather solely on the plain meaning of the contents hereof. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. Each party has had or has been advised to seek legal advice by an attorney of their own choice prior to the execution of this Agreement. Each party fully understands the facts and has been informed fully as to their legal rights and obligations. Each party is signing or has signed this Agreement freely and voluntarily and with full knowledge of the possible implications hereof.



IN WITNESS WHEREOF, Declarant, Windsor Park Association and Senior Owner have each executed this Agreement on the date first written above.

WITNESSES:

Charles Columbus
Print Name: Charles Columbus

Jodi Driscoll
Print Name: Jodi Driscoll

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

DECLARANT:

DIVOSTA HOMES, L.P., a Delaware limited partnership

By: **DIVOSTA HOME HOLDINGS, LLC**, a Delaware limited liability company, its general partner

By: *Ryan Marshall*
Name: Ryan Marshall
Title: Division President

(CORPORATE SEAL)

WINDSOR PARK ASSOCIATION:

WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

By: _____
Name: _____
Title: _____

SENIOR OWNER:

THE ALLEGRO AT ABACOA, L.L.C., a Florida limited liability company

By: **Hallmark Holdings, LLC**, a Delaware limited liability company, its sole and managing member

By: _____
Richard C. Miller, Executive Vice President and Principal

This is a Certified Copy

IN WITNESS WHEREOF, Declarant, Windsor Park Association and Senior Owner have each executed this Agreement on the date first written above.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: Reverell C. Pugh

Print Name: Laura A. Bay

Print Name: _____

Print Name: _____

DECLARANT:

DIVOSTA HOMES, L.P., a Delaware limited partnership

By: ~~DIVOSTA HOME HOLDINGS, LLC, a Delaware limited liability company, its general partner~~

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

WINDSOR PARK ASSOCIATION:

WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

By: SB
Name: SCOTT BROOKS
Title: President

SENIOR OWNER:

THE ALLEGRO AT ABACOA, L.L.C., a Florida limited liability company

By: ~~Hallmark Holdings, LLC, a Delaware limited liability company, its sole and managing member~~

By: _____
Richard C. Miller, Executive Vice President and Principal

IN WITNESS WHEREOF, Declarant, Windsor Park Association and Senior Owner have each executed this Agreement on the date first written above.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

This is not a certified copy

DECLARANT:

DIVOSTA HOMES, L.P., a Delaware limited partnership

By: **DIVOSTA HOME HOLDINGS, LLC**, a Delaware limited liability company, its general partner

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

WINDSOR PARK ASSOCIATION:

WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

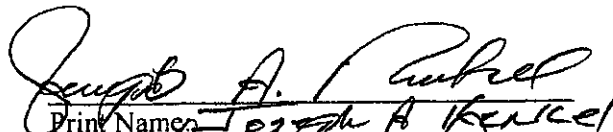
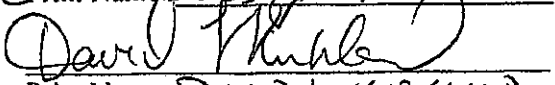
By: _____
Name: _____
Title: _____

SENIOR OWNER:

THE ALLEGRO AT ABACOA, L.L.C., a Florida limited liability company

By: **Hallmark Holdings, LLC**, a Delaware limited liability company, its sole and managing member

By: 
Richard C. Miller, Executive Vice President and Principal


Print Name: Joseph A Kersel

Print Name: DAVID L KIRKLAND



STATE OF Florida)
COUNTY OF Hillsborough) SS: Tampa

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Ryan Marshall as the Division President of DIVOSTA HOMES HOLDINGS, LLC, a Delaware limited liability company, the General Partner of DIVOSTA HOMES, L.P., a Delaware limited partnership on behalf of the company and as an act of such corporation. He/She ~~is personally known to me or produced~~ FL Driver License as identification. m 624-336-74-372-0



Tracy K. Costello
Notary Public, State of Florida
Tracy K Costello
Typed, Printed or Stamped Name of Notary Public

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 200_.

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____ as the _____ of DIVOSTA HOMES HOLDINGS, LLC, a Delaware limited liability company, the General Partner of DIVOSTA HOMES, L.P., a Delaware limited partnership on behalf of the company and as an act of such corporation. He/She is personally known to me or produced _____ as identification.

Notary Public, State of _____

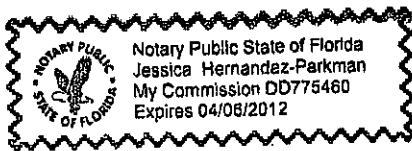
My Commission Expires: _____

Typed, Printed or Stamped Name of Notary Public

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Scott Brooks, the President of WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of November, 2009



Notary Public, State of Florida at Large

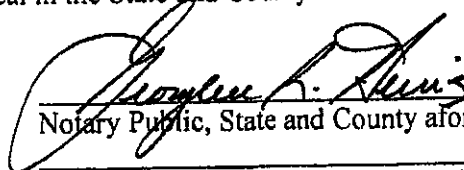
Jessica Hernandez-Parkman
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: 4-6-2012

STATE OF MISSOURI
COUNTY OF ST. LOUIS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard C. Miller, Executive Vice President and Principal of Hallmark Holdings, LLC, a Delaware limited liability company, sole and managing member of THE ALLEGRO AT ABACOA, L.L.C., a Florida limited liability company, freely and voluntarily under authority duly vested in him/her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of November 2009.



Notary Public, State and County aforesaid

Typed, Printed or Stamped Name of Notary Public

My Commission Expires



EXHIBIT "A"

(Windsor Park Property)

ALL OF TRACT "A", TRACT "B" AND TRACT "C", TRACT RN3R AT ABACOA - REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 116 THROUGH 119 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT FROM TRACT "A" THE FOLLOWING DESCRIBED PARCEL OF LAND:

TRACT A OF TRACT RN3R AT ABACOA-REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 113, PAGES 10 THROUGH 12, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT AFOREMENTIONED POINT "A"; THENCE NORTH 02°10'57" EAST, A LONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 124.22 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 830.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°55'12" WEST, THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°05'11", A DISTANCE OF 44.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 13°09'59" WEST, A DISTANCE OF 37.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 930.90 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'30", A DISTANCE OF 92.93 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 360.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°38'46", A DISTANCE OF 104.59 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 481.86 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°07'01", A DISTANCE OF 320.57 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 89°59'20" WEST, A DISTANCE OF 221.89 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 580.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°45'45" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'41", A DISTANCE OF 207.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°44'56" WEST, A DISTANCE OF 53.69 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°15'33", A DISTANCE OF 62.09 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "A" AND TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE ALONG SAID NORTH LINE THROUGH THE FOLLOWING FOUR (4) COURSES, SOUTH 88°08'56" EAST, A DISTANCE OF 6.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,135.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°32'42", A DISTANCE OF 616.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°36'14" EAST, A DISTANCE OF 85.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°46'06", A DISTANCE OF 23.90 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "A" AND TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 380.00 FEET; THENCE ALONG SAID EAST LINE THROUGH THE FOLLOWING THREE (3) COURSES, SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'01", A DISTANCE OF 37.03 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'05", A DISTANCE OF 10.73 FEET; THENCE SOUTH 02°10'57" WEST, A DISTANCE OF 537.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.676 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID TRACT "A", SAID LINE BEARING SOUTH 90° 00' 00" WEST AND ALL OTHER BEARINGS BEING RELATIVE THERETO.

Exhibit B

THIS IS

TRACT A OF TRACT RN3R AT ABACOA-REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 113, PAGES 10 THROUGH 12, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO DESCRIBED AS:

A PARCEL OF LAND LYING IN A PORTION OF TRACT "A", AS SHOWN ON THE PLAT OF TRACT "RN3R" AT ABACOA - REPLAT, RECORDED IN PLAT BOOK 112, PAGES 116 THROUGH 119, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "B", AS SHOWN ON SAID PLAT; THENCE NORTH $02^{\circ}10'57''$ EAST ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 50.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, SOUTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 117.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 974.75 FEET, A CHORD BEARING OF NORTH $86^{\circ}29'21''$ WEST AND A CENTRAL ANGLE OF $07^{\circ}01'18''$; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 119.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1025.25 FEET, A CHORD BEARING OF NORTH $86^{\circ}29'21''$ WEST AND A CENTRAL ANGLE OF $07^{\circ}01'18''$; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 125.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 231.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.42 FEET AND A CENTRAL ANGLE OF $92^{\circ}10'57''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.59 FEET TO A POINT OF TANGENCY; THENCE NORTH $02^{\circ}10'57''$ EAST, A DISTANCE OF 495.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 550.50 FEET, A CHORD BEARING OF NORTH $01^{\circ}34'40''$ WEST AND A CENTRAL ANGLE OF $07^{\circ}55'44''$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.18 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 451.86 FEET, A CHORD BEARING OF SOUTH $54^{\circ}19'37''$ EAST AND A CENTRAL ANGLE OF $37^{\circ}34'44''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 296.37 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING OF SOUTH $27^{\circ}12'52''$ EAST AND A CENTRAL ANGLE OF $16^{\circ}38'46''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.87 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 900.00 FEET, A CHORD BEARING OF SOUTH $16^{\circ}01'44''$ EAST AND A CENTRAL ANGLE OF $05^{\circ}43'30''$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $13^{\circ}09'59''$ EAST, A DISTANCE OF 37.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF SOUTH $08^{\circ}32'58''$ EAST AND A CENTRAL ANGLE OF $09^{\circ}14'02''$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 96.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $03^{\circ}55'57''$ EAST, A DISTANCE OF 65.47 FEET; THENCE SOUTH $87^{\circ}49'03''$ EAST, A DISTANCE OF 14.31 FEET TO A POINT ON SAID EAST LINE OF SAID TRACT "A"; THENCE ALONG SAID EAST LINE, SOUTH $02^{\circ}10'57''$ WEST, A DISTANCE OF 60.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Sketch of Common Roads

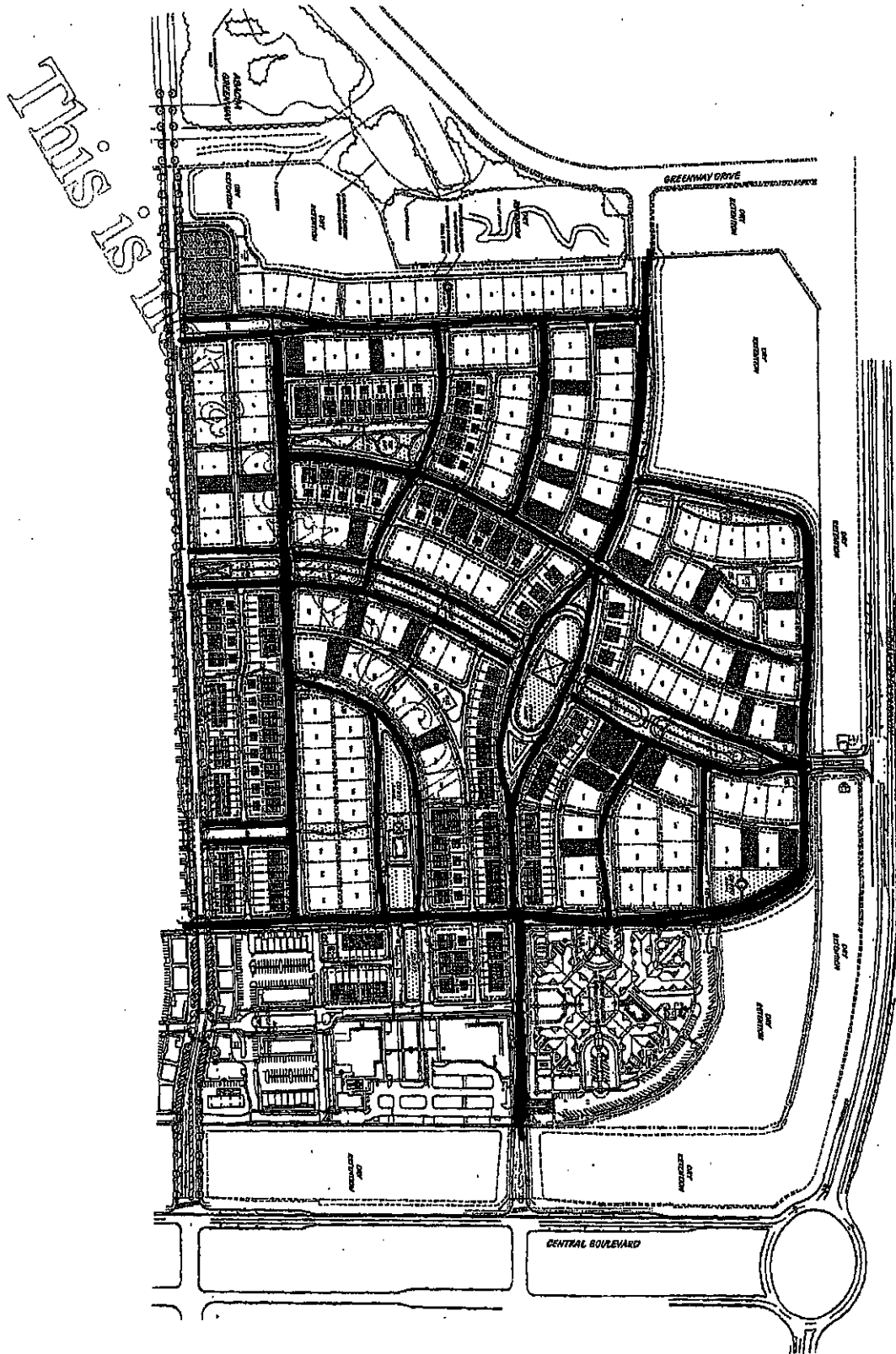


EXHIBIT D

Estimated Initial Budget of the Shared Facilities Expenses and
a calculation of Senior Owner's Share of the Shared Facilities Expenses

**WINDSOR PARK
2009 BUDGET WORKSHEET**

	2009 Proposed	Allocation		
		OfVosta	ALF 6.17%	Church 3.70%
INCOME				
Assessment Income (common only)	634,228			
ALF Reimbursement	16,958			
Church Reimbursement	10,195			
Total Income	661,381			
EXPENSES				
General & Administrative				
Management	44,880	44,880		
Accounting Fees	17,952	17,952		
Third Party Management and Accounting Fees	2,500		1,550.00	950.00
CPA Fees	4,600	4,600		
Abaco POA	63,567	63,567		
Legal Fees	2,000	2,000		
Postage/Printing	4,050	4,050		
Insurance	24,000	24,000		
Licensing/Fees/Taxes	1,500	1,500		
Miscellaneous G & A	500	500		
Total General & Administrative	185,549	183,049	1,550	950
Maintenance				
Tree Trimming	5,380	4,858	332.48	199.48
Landscape Maintenance	98,600	87,066	5,958.70	3,575.22
Landscape Replacement	33,000	33,000		
Fertilization & Pest Control	62,600	47,409	3,244.59	1,946.75
Pool Maintenance	6,600	6,600		
Pool Repair	1,200	1,200		
Lake Maintenance	9,790	9,790		
Mulch	43,150	43,150		
Janitorial	12,750	12,750		
Irrigation	26,800	26,800		
Fire Sprinkler Meter	6,600	6,600		
Maintenance & Repairs	5,400	5,400		
Total Maintenance	306,780	285,823	9,538	5,721
Utilities				
Electricity	45,000	40,659	2,775.79	1,665.47
Water & Sewer	9,000	9,000		
IQ Water	50,200	45,248	3,096.55	1,857.93
Backflow Testing	4,800	4,800		
Fire Alarm Monitoring	1,880	1,880		
Cable	58,344	58,344		
Telephone	2,500	2,500		
Total Utilities	171,764	162,308	5,872	3,523
Reserve Contributions				
Reserves - Unallocated	3,348	3,348		
Total Reserve Funding	3,348	3,348		
Total Common Expenses	661,381	634,228	16,958	10,195

This is not a certified copy

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