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DECLARATION OF CONDOMINIUM
OF
FOREST HILL VILLAS GARDEN CONDOMINIUM BUILDING NO. 10

Made this 28th day of June, 1976
by HAS LAND DEVELOPMENT, INC., a Florida corporation, and
LUCERNE VILLAGE, INC., a Florida corporation, hereinafter
called the "Developers", for themselves, their successors,
assigns, heirs and legal representatives.

WHEREIN the Developers make the following declara-
tions:

1. PURPOSE.

The purpose of this Declaration is to submit cer-
tain land described in this instrument and the improvements upon
such land, which includes an apartment building, to the condomi-
nium form of ownership and use in the manner provided by Chapter
711, Florida Statutes, hereinafter called the Condominium Act.

2. NAME AND ADDRESS.

The name by which this condominium is to be iden-
tified is FOREST HILL VILLAS GARDEN CONDOMINIUM BUILDING NO. 10
and its address is 5969 Forest Hill Boulevard, West Palm Beach
Palm Beach County, Florida.

3. DEFINITIONS.

The terms used in this Declaration and in its
Exhibits, and in all amendments thereto, will have the meanings
stated in the Condominium Act and as follows, unless the context
otherwise requires:

3.1. Apartment means unit as defined by the Condominium
Act.

3.2. Apartment Owner means unit owner, as defined by
the Condominium Act.

3.3. Assessment means a share of the funds required for
the payment of the common expenses which, from time to time, are
assessed against each apartment owner.

3.4. Association means FOREST HILL VILLAS GARDEN CONDO-
MINIUM ASSOCIATION, INC., the Florida not for profit corporation,
its successors and assigns, responsible for the operation of the
condominium.

3.5. Common Elements means the portion of the condomi-
nium property not included in the apartments; and shall include
the land of the condominium, sewer and water lines and the tan-
gible personal property required for the maintenance and opera-
tion of the condominium.

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This Document Prepared By
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PALM BEACH, FLORIDA 33480

PLEASE RETURN TO: SCCC
LAWYERS TITLE INSURANCE CORPORATION
1655 PALM BEACH LAKES BOULEVARD
WEST PALM BEACH, FLORIDA 33401

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3.6. Common Expenses include:

A. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartments to be maintained by the Association.

B. Expenses declared common expenses by provisions of this Declaration or the Bylaws of the Association.

C. Any valid charge against the condominium property as a whole.

D. All monies due under the Management Agreement, as hereinafter set forth.

3.7. Common Surplus means the excess of all receipts of the Association over the common expenses.

3.8. Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners; and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

3.9. Condominium Property means and includes the land hereby submitted to the condominium form of ownership, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

3.10. Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government.

3.11. Management Agreement means and refers to the agreement between the Developers and the Association, providing for the operation and management of the condominium.

3.12. Singular, Plural, Gender. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

4. DEVELOPMENT PLAN.

This condominium will be one of a series of separate condominiums to be established by the Developers upon portions of the land in Palm Beach County, Florida described in Exhibit A. Such condominiums, together with other improvements hereinafter described, are or will be collectively known as FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS. It is anticipated that FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS will consist of one hundred and eight (108) apartments within two (2) two (2) story condominium apartment buildings and twelve (12) one (1) story condominium apartment buildings.

4.1. Survey of Land. A survey of the land of this condominium is attached as Exhibit B. Such survey shows the land hereby submitted to the condominium form of ownership, together with the location of improvements and common elements.

The Developers hereby submit the land in Palm Beach County, Florida described in Exhibit C, which is shown in said survey, to the condominium form of ownership.

4.2. Plot Plans showing the location and dimensions of each apartment of the apartment building of this condominium and of the common elements within or attached to said building

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are attached as Exhibit D. For the purpose of identification, all apartments are given identifying numbers or letters and no apartment bears the same identifying number or letter as does any other apartment.

4.3. A Surveyor's Certificate that said survey and plot plans, together with the wording of this Declaration, is a correct representation of the improvements described; and that there can be determined therefrom the identification, location, dimensions, and size of the common elements, and of each unit (apartment) is attached as Exhibit E.

4.4. Amendment of Plans.

A. Alteration of Apartment Plans. The Developers reserve the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments so altered. However, no such change will increase or decrease the number of apartments nor alter the common elements without amendment of this Declaration; and if more than one apartment is concerned, the Developers will apportion between the apartments the shares in the common elements appurtenant to the apartment concerned.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by the Developers need be signed and acknowledged only by the Developers and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of this condominium, whether or not elsewhere required for an amendment.

4.5. Easements are reserved through the condominium property, as may be required for ingress and egress, utility services, sewer lines, water lines and drainage, in order to adequately serve this condominium and all of said condominiums to be established by the Developers upon the land described in Exhibit A; and in order to adequately serve all other improvements upon said land, including the recreational facilities hereinafter described. However, said utility service easements through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

4.6. Improvements - General Description.

A. Apartment Building. The apartment building of this condominium consists of a first floor and a second floor. It contains apartments and common elements.

B. Other improvements include landscaping, automobile parking areas and roads. All such improvements are common elements of this condominium. However, such automobile parking areas and roads are for the use of the owners of all portions of the land described in Exhibit A, including the owners of the apartments of this condominium, and for the use of the Association, in accordance with the rules and regulations made by the Association.

4.7. Apartment boundaries. Each apartment includes that part of the building that lies within the boundaries of the apartment, which boundaries are as follows:

A. Upper and lower boundaries. The upper and lower boundaries of each apartment will be the following boundaries, extended to an intersection with the perimetrical boundaries.

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(1) Upper Boundary - The horizontal: the lower surface of the sheetrock.

(2) Lower Boundary - The horizontal plane of the upper surface of the floor slab.

B. Perimetrical boundaries. The perimetrical boundaries of each apartment will be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment, together with any fixtures thereof; and such boundaries will be the intersecting vertical planes adjacent to and including all entry-ways, patios, storage areas and balconies serving only the apartment being bounded, together with any fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding the apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(i) If interior building walls separate apartments from the common elements, the perimetrical boundaries as to such walls will be the intersecting vertical planes adjacent to and including the surfaces hereof facing the common elements.

(ii) If walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall will be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(iii) If walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall will be extended into the thicker wall for a distance which is one-half ($\frac{1}{2}$) the thickness of the thinner wall, and the boundary will thence run at right angle to the plane of the center line of the thicker wall.

4.8. Common Elements. The common elements of this condominium consist of the land hereof submitted to the condominium form of ownership, all water and sewer lines and all other parts of the condominium property not within the apartments, including all tangible personal property used in the maintenance and operation of this condominium.

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5. OWNERSHIP OF COMMON ELEMENTS.

There will be an undivided share in the common elements appurtenant to each apartment of the condominium, stated as a percentage thereof. The percentages attributable to each is set forth in the schedule attached as Exhibit F.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to each apartment will be null and void.

6. RECREATIONAL FACILITIES.

The Developers, at their expense, are constructing or have constructed recreational facilities upon portions of the land described in Exhibit A, including a lake, a recreation building, a swimming pool, two (2) tennis courts and two (2) shuffleboard courts. Such facilities are, or will be at completion, for the use, in accordance with the rules and regulations made by the Association, of the Association, its members, the owners and occupants of all apartments of said separate condominiums of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS and for the use of the tenants, visitors and guests of such owners and occupants.

Such facilities and the tangible personal property installed for their maintenance and operation have been or will be conveyed to the Association in accordance with an Agreement between the Developers and the Association, a copy of which is attached as Exhibit G.

All taxes, insurance premiums, maintenance expenses and other costs incurred with reference to such property, subsequent to its conveyance to the Association are or will be common expenses of all of said separate condominiums of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS. They will be paid as described in Section 8 of this Declaration.

7. MANAGEMENT AGREEMENT.

The Association has entered into a Management Agreement with the Developers, providing for the operation and management of the condominium.

The Developers, under said Management Agreement, are the exclusive managing agents of all condominiums of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS; and they are authorized and required to collect all assessments against apartment owners, together with other monies due to the Association. The amounts of these assessments are set forth in said Management Agreement. They include monies due by apartment owners for the maintenance and operation of the recreational facilities. These assessments are common expenses of the condominium.

A copy of the Management Agreement referred to herein is attached as Exhibit H. Each apartment owner by the acceptance of a deed to his apartment, whether from the Developers or otherwise, agrees to be bound by its terms and conditions and agrees to pay his share of the monies due, pursuant to and in the amount specified in said Management Agreement. It will be mandatory for the apartment owners to make such payments.

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8. SHARES OF COMMON EXPENSES AND COMMON SURPLUS.

It is the Developers' intention that during such times as said separate condominiums of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS are operated and managed as a single entity, the assessments against the owners of all apartments in all condominiums will be the same amount. Accordingly:

A. All common expenses of said separate condominiums (including the costs and expenses incurred for the recreational facilities) of FOREST HILL VILLAS GARDENS CONDOMINIUM APARTMENTS to be established upon the land described in Exhibit A, including this condominium, during such time as they are operated and managed as a single entity, will be apportioned to each condominium, as follows: The total common expenses will be divided into as many equal shares as there are apartments at FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS, and the amount apportioned to each condominium will be determined by multiplying the number of its apartments by the amount of each share. Such apportioned amounts will be paid by the apartment owners, including the owners of apartments of this condominium, in the same proportions as their percentage interests in the common elements.

B. The common expenses of this condominium (except the costs and expenses incurred with reference to the recreational facilities), during any such times as said separate condominiums may not be managed as a single entity, will be shared by the apartment owners in the same proportions as their percentage interests in the common elements. A proportionate amount of said costs and expenses incurred with reference to the recreational facilities during any such times as said separate condominiums may not be managed as a single entity, based upon the ratio of the number of apartments of this condominium to the total condominium units established upon the land described in Exhibit A, will be shared by the apartment owners of this condominium in the same proportions as their percentage interests in the common elements.

Provided, however, that all of the above provisions will be subject to the terms and conditions of the Management Agreement during the term of the Management Agreement. The Developers, under the Management Agreement, have guaranteed (and they hereby guarantee) that the assessments for common expenses imposed upon apartment owners other than the Developers shall not increase over \$46.50 per month for a period of two (2) years from the date of the recording by the Developers of the first Declaration of Condominium for FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS; and the Developers have obligated themselves (and do hereby obligate themselves) to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

C. Any common surplus of the Association during such times as said separate condominiums are being managed as a single entity, will be apportioned to each condominium and will be

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owned by the apartment owners in the same proportion as their shares of the common expenses; and such common expenses as may be apportioned to this condominium by the Board of Directors of the Association, during any such times as the condominiums may not be managed as a single entity, will be owned by the apartment owners of this condominium in the same proportions as their interests in the common elements of this condominium.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS.

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement will be as follows:

9.1. Apartments.

A. By the Association. The Association will maintain, repair and replace:

(1) All portions of apartments contributing to the support of the apartment building, the outside surfaces of walls of the apartment building, the surfaces of interior building walls facing common elements, the outside surfaces of doors leading into apartments and fixtures attached to such surfaces. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his tenants, visitors, guests, employees or agents. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures, air conditioning condensate lines and similar equipment) contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his tenants, visitors, guests, employees or agents. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained

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within portions of the apartments to be maintained by the apartment owners, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his tenants, visitors, guests, employees or agents. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(4) All incidental damage caused to apartments by such work will be promptly repaired by the Association, at the expense of the party responsible for the expense of such work.

B. By the apartment owners. The responsibility of the apartment owners will be as follows:

(1) To maintain, repair and replace all portions of apartments, including all screens and other materials enclosing a porch or balcony of an apartment, and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

(2) To wash both sides of all windows of apartments, which will not be the responsibility of the Association.

(3) To maintain, repair, replace and clean all air conditioning condensate lines.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements.

(5) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

C. Insurance Proceeds. The dollar liability (but not the responsibility) of the Association and apartment owners for maintenance, repair and replacement, as aforesaid, will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

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D. Alteration and Improvement. Except as elsewhere reserved to the Developers, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of the apartment in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida will be filed with said Board of Directors prior to the start of such work.

9.2. Common Elements.

A. By the Association. The maintenance, repair, replacement and operation of the common elements (including the roof of the apartment building) will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

B. Alteration and Improvement. Except as elsewhere reserved to the Developers, there will be no alterations or additions to the common elements of this condominium, by the Association or otherwise, without prior approval in writing by the record owners of all of its apartments. Provided, however, that any alteration or improvement of the common elements of this condominium by the Association bearing the approval in writing of the record owners of not less than seventy-five (75%) percent of its common elements and which does not interfere with the rights of any such owners who do not consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The cost of such alteration or improvement, not so assessed, will be assessed to the other apartment owners as a common expense and as determined by the Board of Directors of the Association. There will be no change in the shares and rights of an apartment owner in the common elements, so altered or improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

9.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to the apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

10. ASSESSMENTS.

The making and collection of assessments against apartment owners for common expenses will be pursuant to the Bylaws of the Association and the Management Agreement, subject to the following provisions:

10.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses and will share in the common surplus, as provided for in Article 8 of this Declaration.

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10.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest; but all sums not paid on or before ten (10) days after the date when due may, in the discretion of the Association, bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account will be first applied to any interest and then to the assessment payment first due.

10.3. Lien for Assessments. The Association will have a lien upon each apartment and upon all tangible personal property located within each apartment for any unpaid assessments, together with interest, except that such liens will be subordinate to bona fide liens recorded in the public records of Palm Beach County, Florida, prior to the recording therein of claims of liens for such unpaid assessments. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, will be payable by the apartment owner and secured by such liens.

10.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose any assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment, during the pendency of the foreclosure proceedings and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

10.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where the mortgagee of an institutional first mortgage of record acquires title to an apartment as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectible from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

10.6. Assignment of Claim and Lien Rights. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developers or to any apartment owner or group of apartment owners, or to any third party.

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11. ASSOCIATION.

The operation of said separate condominiums of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS to be established upon the land described in Exhibit A, including this condominium, will be by the Association, subject to the terms and conditions of the Management Agreement, during the term of the Management Agreement. The Association will fulfill its functions pursuant to the Declarations of Condominium for said condominiums and the following:

11.1. Its Articles of Incorporation, a copy of which is attached as Exhibit I.

11.2. Its Bylaws, which will be the Bylaws of all such condominiums, a copy of which is attached as Exhibit J.

11.3. No modification of or amendment to the Bylaws of the Association will be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner of any mortgage covering any apartment, or which would affect or impair the rights of the Developers under the Management Agreement, unless the mortgagee or Developers shall join in the execution of the amendment.

11.4. Restraint upon assignment of shares in assets.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

11.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

12. INSURANCE.

The Insurance, other than title insurance, that shall be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

12.1. Requirement to purchase; named insured. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the

issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee described below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses.

12.2. Coverage.

A. Casualty. The buildings and improvements upon the land hereby submitted to the condominium form of ownership will be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Association. Said coverage, which may have such deductible provisions as may be determined by the Association, will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

(2) Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land of this condominium, including but not limited to vandalism and malicious mischief.

B. Public Liability in such amounts and with such coverage as shall be required by the Association, with (if reasonably obtainable) cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

C. Workmen's compensation policy to meet the requirements of law.

D. Such other insurance as the Association shall determine from time to time to be required or desirable.

12.3. Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense.

12.4. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners of this condominium and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance

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Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of such apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

A. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

B. Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

C. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

12.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

A. Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

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C. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

D. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

12.6. Association as agent. The Association or the Developers, during the term of the Management Agreement, is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

13.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it will be reconstructed or repaired will be determined in the following manner:

A. Common elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that this condominium will be terminated.

B. Apartment.

(1) Lesser damage. If the damaged improvement is an apartment or apartments and if apartments to which seventy-five (75%) percent of the common elements are appurtenant are found by the Association to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that this condominium will be terminated.

(2) Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than seventy-five (75%) percent of the common elements are appurtenant are found by the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) percent of the common elements of this condominium agree in writing to such reconstruction or repair.

C. Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

13.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then in accordance with plans and specifications approved by the Board of Directors of the Association and if the damaged property is an apartment or apartments by the owners of not less than seventy-five (75%) percent of the common elements of this condominium, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

13.3. Responsibility. If the damage is only to those parts of one (1) apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty will be that of the Association.

13.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

13.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against all apartment owners (as a common expense) in sufficient amounts to provide funds for the payment of such costs. However, this paragraph will be subject to the terms and provisions of the Management Agreement, under which the Developers agree to pay amounts equal to such assessments.

13.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, or from payments by the Developers will be disbursed in payment of such costs in the following manner:

A. Association. If the total of assessments, or of payments by the Developers, made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums so paid will be deposited by the Association with the Insurance Trustee. In all other cases, the Association will hold such sums and disburse them in payment of the costs of reconstruction and repair.

3. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Developers or by the Association from collections of assessments against apartment owners on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association, but only with the approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to all apartment owners in reimbursement of any common expense assessments for damage to common elements, in proportion to their contributions; and any excess will be distributed to the apartment owners of this condominium. All remittances to apartment owners of this condominium will be payable jointly to them and to their mortgagees, except that the part of a distribution to an apartment owner of this condominium that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

However, such balance will be distributed to the Developers, if payment has been made by it in lieu of assessments.

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(5) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee will not be required to determine whether or not sums paid by the apartment owners upon assessments will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, or to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

✓ 14. USE RESTRICTIONS.

The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the apartment building in useful condition exists upon the land.

A. Each of the apartments will be occupied as a single family private dwelling by its owner or his tenant, their visitors and guests, and for no other purpose. Except as reserved to the Developers, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

B. No children under sixteen (16) years of age will be permitted to visit the condominium property, or to reside in any of the apartments of the condominium, during more than thirty (30) days in any calendar year, which days will not be cumulative. The owner of each apartment having a child under such age visit the condominium property, or reside in his apartment, must, not later than five (5) days after said child's departure, notify the Association in writing as to the child's name and as to the date or dates that he visited the condominium property or resided in such apartment. If said written notification is not given within the time provided, it will be deemed that the child has visited the condominium property, or resided in the apartment, during more than thirty (30) days in the calendar year or years during which he in fact visited the condominium property or resided in the apartment without notice to the Association. For the purposes hereof, the length of each period of visitation or residence will not be of any consequence in determining such thirty (30) day limitation. Each day during which every period of visitation or residence occurs, regardless of the length thereof, will constitute one (1) of said thirty (30) permitted days of visitation or residence.

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C. The use of the common elements and of the recreational facilities will be subject to rules and regulations made by the Association.

D. No animals or pets of any kind will be kept in any apartment or upon any other portion of the condominium property, except with the prior written consent of the Association.

E. The apartment owners will not cause anything to be hung, displayed, or placed upon the exterior walls, doors, windows, walkways, ceilings of walkways, porches, balconies or roof of the apartment building. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Association.

F. Automobiles and bicycles may be parked where designated by the Association; but in accordance with the rules and regulations of the Association. No other vehicles and objects, including but not limited to trucks, motorcycles, trailers and boats, will be parked or placed upon the land of this condominium, or upon any other portion of the land described in Exhibit A, unless permitted by the Association.

G. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

H. No improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

I. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be leased for periods of not less than sixty (60) days, provided that occupancy is only by the lessee, his visitors and guests. No rooms may be rented and no transient tenants may be accommodated.

J. Rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association. Copies of such rules and regulations will be furnished to all apartment owners and residents of the condominium, upon request.

14.1. Proviso. Provided, however, that until the Developers have completed the construction of all of said separate condominiums of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS to be established upon the land described in Exhibit A and closed the sales of all of the apartments of said condominiums, neither the apartment owners nor the Association, nor the use of the condominium property, will interfere with such construction or the

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sale of the apartments. The Developers may make such use of the unsold apartments and common areas as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

15. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developers will be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe.

15.1. Transfer subject to approval.

A. Sale. No apartment owner may dispose of an apartment or of any interest in an apartment by sale without approval of the Board of Directors of the Association, except to another apartment owner.

B. Lease. No apartment owner may lease his apartment without approval of the Board of Directors of the Association, except to another apartment owner. No lease, whether or not to another apartment owner, will be for a period of less than sixty (60) days.

C. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

D. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

E. Other transfers. If any apartment owner shall acquire his title in any manner not considered in the foregoing sub-sections, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

15.2. Approval by Association. The approval of the Board of Directors of the Association that is required for the transfer of ownership or lease of apartments will be obtained in the following manner:

A. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as said Board may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that said Board furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

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(2) Lease. An apartment owner intending to make a bona fide lease of his apartment will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board may reasonably require and an executed copy of the proposed lease.

(3) Gift; devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Board of Directors of the Association notice of the acquiring of his title, together with such information concerning the apartment owner as said Board may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the above required notice to the Board of Directors of the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment said Board at its election and without notice may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the proposed transaction; and if the lease is for a period of less than sixty (60) days, it must be disapproved. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously considered, then within thirty

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(30) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

C. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Board of Directors of the Association.

15.3. Disapproval by Association. If the Board of Directors of the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two (2) appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this

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instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction will be deemed to have been approved and said Board will furnish a certificate of approval as elsewhere provided.

B. Lease. If the proposed transaction is a lease, the apartment owner will be advised of the disapproval in writing; and the lease will not be made.

C. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or by any other manner not previously considered, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment under the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and purchaser, made within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two (2) appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within ten (10) days following the determination of the sale price.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved, and said Board will furnish a certificate of approval as elsewhere provided.

15.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without the approval of the Board of Directors of the Association, unless it is an institutional mortgage or a mortgage to the Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by said Board or may be arbitrarily withheld.

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15.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage that acquires its title as the result of owning such mortgage upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage that has so acquired its title. Neither will such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale. ✓*

Further the Developers, their successors and assigns, reserve the unqualified right to sell or lease units without approval of the Board of Directors of the Association or of the Association.

15.6. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration will be void, unless subsequently approved by the Board of Directors of the Association.

15.7. Notice of Conveyance. At such time as any apartment is conveyed, the new owner will deliver a copy of the recorded Warranty Deed, or other instrument by which such conveyance is made, to the Association.

16. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Management Agreement, and the rules and regulations made by the Association, as amended from time to time. Failure of an apartment owner to comply with such documents and rules and regulations will entitle the Association, its Board of Directors, or apartment owners to the following relief, in addition to the remedies provided by the Condominium Act or otherwise:

16.1. Increase in Insurance Premiums. An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner, members of his family or his tenants, visitors, guests, employees or agents.

16.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Management Agreement, or the rules and regulations made by the Association, as amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

16.3. No waiver of rights. The failure of the Association or its Board of Directors, or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, the Management Agreement, or the

rules and regulations made by the Association will not constitute a waiver of the right to do so thereafter.

17. IMPROVEMENT OR SPECIAL TAXING DISTRICT.

The acceptance of a deed or other instrument conveying his apartment, by each apartment owner, will constitute his acknowledgment that he is subject to assessment by Palm Beach County, Florida, under a legally constituted Improvement or Special Taxing District. Each apartment owner will thereby agree to pay said assessment; and the Association will assess the apartment owners in the amount thereof, as a common expense. The foregoing relates to, but is not limited to, the cost of the maintenance and operation of the street lights, if any, in the roads at FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS.

The acceptance of a deed or other instrument conveying his apartment, by each apartment owner, will also constitute his agreement that, if this condominium is terminated, a Special Taxing District may be created by Palm Beach County, Florida to cover the cost of the maintenance and operation of the aforesaid street lights, and to cover such other costs as said County shall determine.

18. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1. Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

18.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. not less than sixty (60%) percent of the entire membership of the Board of Directors, by not less than sixty (60%) percent of the votes of the entire membership of the Association, and by the owners of not less than sixty (60%) percent of the common elements of this condominium. However, an amendment of this Declaration for the sole purpose of setting forth a modification of or amendment to the Articles of Incorporation or Bylaws of the Association will require only the approval of not less than sixty (60%) percent of the entire membership of the Board of Directors and of not less than sixty (60%) percent of the votes of the entire membership of the Association.

B. until the first election of directors, only by all of the directors.

18.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, or increase the owner's share of the common expenses, (except as reserved to the Developer) unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment or the rights of the Developers under this Declaration and the Management Agreement, unless such mortgagee or Developers shall join in the execution of the amendment. Neither shall any

amendment make any change in the Sections hereof entitled "Insurance", "Reconstruction Or Repair After Casualty", or "Amendments", or in paragraph 15.5 of the section entitled "Maintenance Of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

19. TERMINATION.

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time, by the approval of all apartment owners of this condominium and the holders of all liens affecting any of its apartments. In addition thereto, if it is determined in the manner elsewhere provided in this Declaration that the apartments will not be reconstructed because of major damage, the condominium plan of ownership will be terminated.

20. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, the Management Agreement and the rules and regulations made by the Association will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developers have executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

HAS LAND DEVELOPMENT, INC.

By: *Howard A. Shert*
President

Attest: *John W. Hahn*
Secretary



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

LUCERNE VILLAGE, INC.

By: *W. J. Bunker*
President

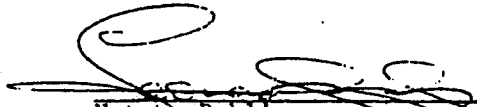
Attest: *W. J. Bunker*
Secretary

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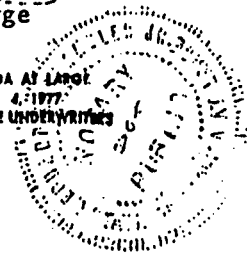
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HOWARD A. SHEETS and JOHN W. HOFEN, respectively President and Secretary of HAS LAND DEVELOPMENT, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described and who executed the said instrument.

WITNESS my hand and official seal this 28th day of June, 1976.


Notary Public
State of Florida at Large
My commission expires:


NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS



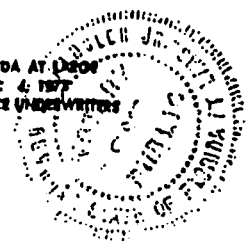
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared G. J. BEACHLER and W. J. FARNBAUCH, respectively President and Secretary of LUCERNE VILLAGE, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described and who executed the said instrument.

WITNESS my hand and official seal this 28th day of June, 1976.


Notary Public
State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS



OFFICE RECORD 2555 PAGE 1210

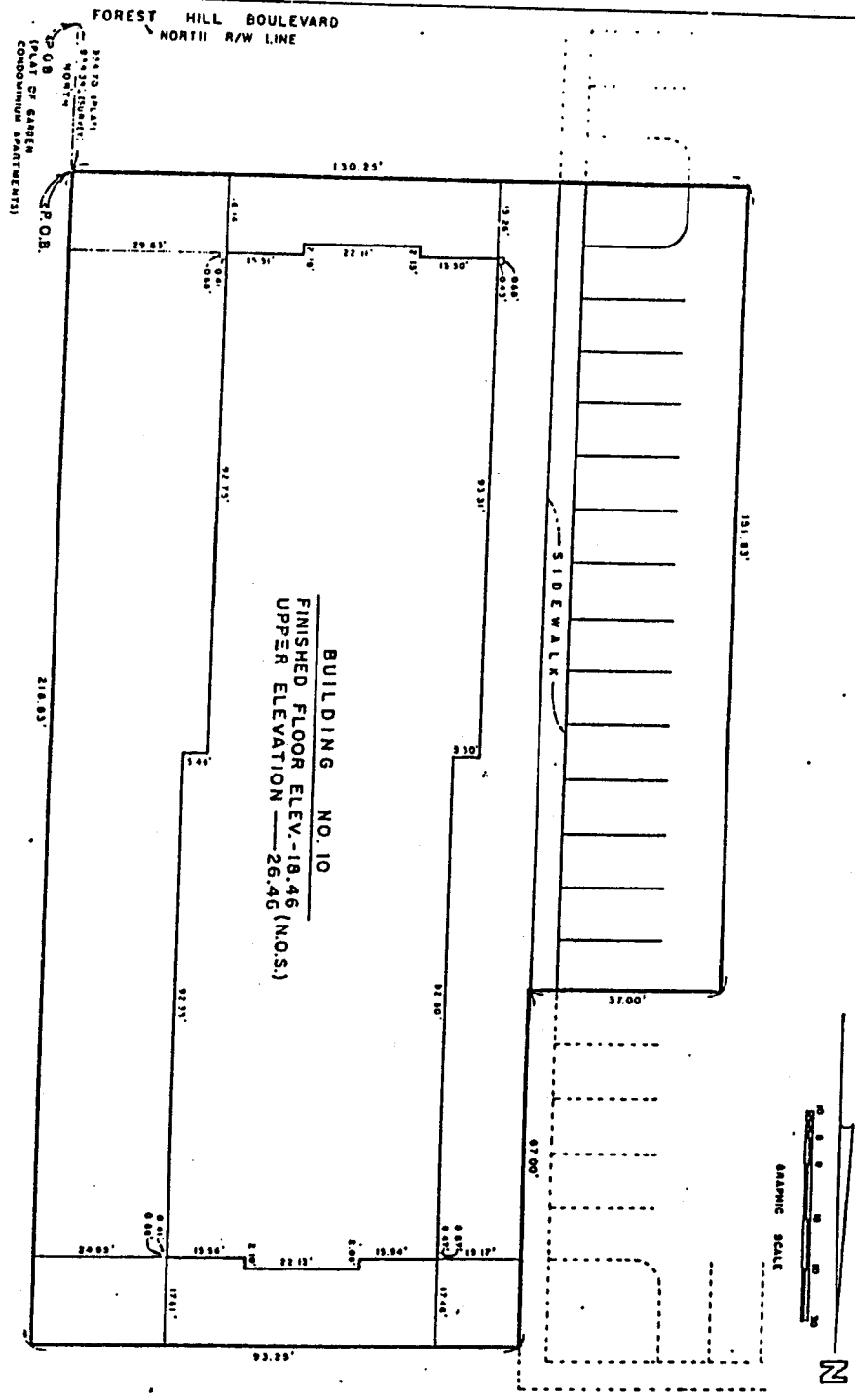
That part of the West 358.36 feet of Tracts 29 and 30, Model Land Company's Subdivision of the West Half of Section 11, Township 44 South, Range 42 East, Palm Beach County, Florida, according to the Plat thereof recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 5, page 76, lying North of the right-of-way of Forest Hill Boulevard as described in Deed Book 1167, page 687.

AND

That part of the East 40 feet of the Southeast Quarter of Section 10, Township 44 South, Range 42 East, Palm Beach County, Florida, lying North of the right-of-way of Forest Hill Boulevard, Less the North 35 feet thereof conveyed to the Lake Worth Drainage District.

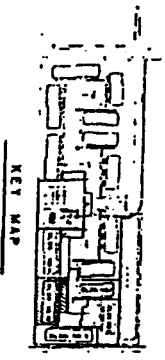
RECORDED 2555 PAGE 1211

EXHIBIT A



ROSSI AND MALAYSI		SURVEY	
CONSULTANTS, INC.		BUILDING NO. 10	
NO. 11 PAVAN STREET			
SINGAPORE			
DATE: DECEMBER 7, 1975	SCALE: 1" = 10'-0"	PROJECT NO.: 1011	DATE: 12/7/75

FINAL



[Handwritten signature and official stamp]

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LEGAL DESCRIPTION OF LAND OF FOREST HILL VILLAS
GARDEN CONDOMINIUM BUILDING NO. 10

A parcel of land lying within the plat of GARDEN CONDOMINIUM APARTMENTS, Palm Beach County, Florida, recorded in Plat Book 31, pages 73 and 74, public records of Palm Beach County, Florida, said parcel of land being more particularly described as follows:

Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned proposed plat of GARDEN CONDOMINIUM APARTMENTS;

Thence due North, a distance of 934.70 feet to the point of beginning of the herein described parcel of land;

Thence due West, a distance of 130.25 feet;

Thence due North, a distance of 151.83 feet;

Thence due East, a distance of 37.00 feet;

Thence due North, a distance of 67.00 feet;

Thence due East, a distance of 93.25 feet;

Thence due South, a distance of 218.83 feet to the point of beginning.

Containing 0.597 acres, more or less.

RECORDED 2555 PAGE 1213

EXHIBIT C

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

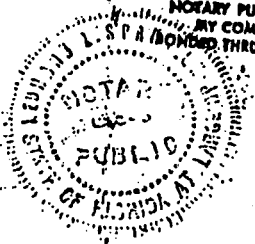
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments personally appeared RICHARD L. SHEPHARD, who after being first duly cautioned and sworn, deposed, said and certified as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida.
2. That the construction of the improvements described in the Survey and Plot Plans for FOREST HILL VILLAS GARDEN CONDOMINIUM BUILDING NO. 10, copies of which are attached to this Declaration of Condominium as Exhibit B and C, is sufficiently complete so that such material, together with the wording of this Declaration of Condominium, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.

[Signature]
Reg. Land Surveyor

Sworn to and subscribed before me this 28th day of June, 1976.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RECORDED 2555 PAGE 1215

EXHIBIT E

<u>Apartment</u>	<u>Interest In Common Elements</u>
Apartment No. 1	12.5%
Apartment No. 2	12.5%
Apartment No. 3	12.5%
Apartment No. 4	12.5%
Apartment No. 5	12.5%
Apartment No. 6	12.5%
Apartment No. 7	12.5%
Apartment No. 8	12.5%

EXHIBIT F

RECEIVED 2555 PAGE 1216

AGREEMENT

THIS AGREEMENT made and entered into this 5th day of May, 1975, by and between HAS LAND DEVELOPMENT, INC., a Florida corporation, and LUCERNE VILLAGE, INC., a Florida corporation, hereinafter called the "Developers"; and FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, hereinafter called the "Association"; which terms "Developers" and "Association" will be deemed to extend to and include the successors, assigns, heirs and legal representatives of said parties;

WITNESSETH:

WHEREAS, the Developers are developing certain land located in Palm Beach County, Florida as a community of condominium apartments, which they will offer for sale, and

WHEREAS, such condominium apartments and other improvements upon said land will be known as FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS, and

WHEREAS, the Association was organized for the purpose of operating the condominiums to be established by the Developers upon said land, and

WHEREAS, the Developers desire to provide recreational facilities for the use of the purchasers of condominium apartments at FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS and others, as hereinafter described; and the Association desires to obtain such facilities for said purpose.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, it is agreed as follows:

1. The Developers, at their expense, have constructed a lake upon the parcel of land located in Palm Beach County, Florida described in Exhibit A attached hereto. Said parcel of land is a portion of the land of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS, a community of condominium apartments being developed by the Developers.

2. The Developers, at their expense and in accordance with plans and specifications approved by the parties hereto, will construct a recreation building, a swimming pool, two (2) tennis courts, two (2) shuffleboard courts, sidewalks and automobile parking spaces upon the parcel of land located in Palm Beach County, Florida described in Exhibit B attached hereto. Said parcel of land is a portion of the land of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS.

This Document Prepared By
PHILIP H. REID, JR.
324 ROYAL PALM WAY
PALM BEACH, FLORIDA 33480

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EXHIBIT C

The Developers, at their expense, will also furnish such tangible personal property as may be necessary for the maintenance and operation of said recreation building, swimming pool, tennis courts and shuffleboard courts.

3. The construction of such recreational facilities will be completed prior to July 1, 1975 and the Developers will convey the parcels of land described in Exhibit A and in Exhibit B, such facilities and tangible personal property, to the Association within ninety (90) days from said completion, by delivery of a Warranty Deed and Bill of Sale. At the time of conveyance, the Developers may reserve such easements through the parcels of land described in Exhibit A and in Exhibit B as may be necessary to provide utility services and drainage to all other lands of FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS; as described in Exhibit C attached hereto. Further, as the Developers submit the land described in Exhibit C to condominium ownership, it will reserve such easements as may be necessary to provide ingress and egress, utility services, sewer lines, water lines and drainage to the parcels of land described in Exhibit A and in Exhibit B.

4. The Association will accept title to such property, subject to the following: Taxes for the year of conveyance to the Association (which will be prorated between the Developers and the Association as of the date of such conveyances), taxes for all subsequent years, said easements reserved by the Developers for utility services and drainage, all other restrictions, reservations and easements of record (which are not hereby reimposed), all zoning ordinances and regulations and all mortgages of record. The Developers will pay said mortgages, or otherwise have the lands described in Exhibit A released from their liens prior to June 1, 1980. None of such tangible personal property will be encumbered by any chattel mortgages, conditional bills of sale or other title retention instruments.

5. The Association will, during its ownership of such property, pay all taxes levied or assessed against it and all premiums for insurance policies which it may obtain as a result of said ownership, which will include casualty insurance for all improvements in an amount equal to their maximum insurable replacement value, excluding foundation and excavation costs; and it will, at its sole expense, maintain such property for the use, in accordance with its rules and regulations, of the Association, its members, the owners and occupants of all apartments of condominiums for which it has operating responsibilities and which are located upon the land described in Exhibit C and the tenants, visitors and guests of such owners and occupants. All of such costs and expenses will be common expenses of all condominiums for which the Association has operating responsibilities and which are located upon the land described in Exhibit C.

6. The Association will not convey, lease or encumber any portion of the parcels of land described in Exhibit A and in Exhibit B, or undertake any new construction thereon, or demolish any improvements existing thereon as of the date it acquires title to such lands, or make any major alterations to said improvements, except with the approval of its members and the holders of liens upon the apartments of said condominiums for which the Association has operating responsibilities, in the manner set forth in its Bylaws. However, in the event of a conveyance by the Association with such approval, the terms and conditions of this Agreement will become null and void and of no further force and effect between the parties.

DEPT. OF RECORDS 2555 PAGE 1218

7. This Agreement contains the entire agreement between the parties with reference to the subject matter hereof and it may not be changed, altered or modified, except by an instrument in writing, signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and seals the day and year first above written.

Executed in the presence of:

HAS LAND DEVELOPMENT, INC.

Susan Bush

By: Howard A. Sheets
President

Balbir Murray

Attest:

John W. Holmes
Secretary

LUCERNE VILLAGE, INC.

Susan Bush

By: WJ Beachler
President

Balbir Murray

Attest:

WJ Fambrough
Secretary

FOREST HILL VILLAS GARDEN CONDOMINIUM
ASSOCIATION, INC.

Susan Bush

By: Howard A. Sheets
President

Balbir Murray

Attest:

WJ Fambrough
Secretary

DECEMBER 25 1955 PAGE 1219

STATE OF FLORIDA)
COUNTY OF PALM BEACH } SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert W. Hoffer and Howard G. Hoffer, respectively, President and Secretary of HAS LAND DEVELOPMENT, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described and who executed the said instrument.

WITNESS my hand and official seal this 5th day of May, 1975.

Howard G. Hoffer
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

STATE OF FLORIDA)
COUNTY OF PALM BEACH } SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. J. Fairbank and W. J. Fairbank, respectively, President and Secretary of LUCERNE VILLAGE, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described and who executed the said instrument.

WITNESS my hand and official seal this 5th day of May, 1975.

Howard G. Hoffer
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS. . . .

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Virginia Q. Hunt, President of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

WITNESS my hand and official seal this 5th day of May, 1975.

Sharon Kirsch
Notary Public
State of Florida at Large
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. J. Stambach, Secretary of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation, and that he affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

WITNESS my hand and official seal this 5th day of May, 1975.

Sharon Kirsch
Notary Public
State of Florida at Large
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

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A parcel of land lying within the plat of Garden Condominium Apartments, Palm Beach County, Florida, as set forth in Plat Book 31, pages 73 and 74, Palm Beach County, Florida public records, said parcel of land being more particularly described as follows: Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned plat of Garden Condominium Apartments; thence south $89^{\circ}57'15''$ West along the North right-of-way line of Forest Hill Boulevard, a distance of 423.36 feet; thence due North, a distance of 668.12 feet to the point of beginning of the herein described parcel of land; thence continue due North, a distance of 570.00 feet; thence due East along the South right-of-way line of Lake Worth Drainage District Canal L-7, a distance of 76.00 feet; thence due South, a distance of 570.00 feet; thence due West, a distance of 76.00 feet to the point of beginning. Containing 0.994 acres, more or less.

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EXHIBIT A

A parcel of land lying within the plat of Garden Condominium Apartments, as set forth in Plat Book 31, pages 73 and 74, Palm Beach County, Florida public records, said parcel of land being more particularly described as follows:
Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned plat of Garden Condominium Apartments; thence due North, a distance of 519.91 feet to the point of beginning of the herein described parcel of land; thence due West, a distance of 93.25 feet, thence due South, a distance of 35.00 feet; thence due West, a distance of 37.00 feet; thence due South a distance of 2.00 feet; thence due West, a distance of 55.86 feet; thence due North, a distance of 92.00 feet; thence due West, a distance of 32.50 feet; thence due North a distance of 100.00 feet; thence due East, a distance of 32.50 feet; thence due North, a distance of 92.00 feet; thence due East, a distance of 55.86 feet; thence due South, a distance of 2.00 feet; thence due East, a distance of 37.00 feet; thence due South, a distance of 35.00 feet; thence due East, a distance of 93.25 feet; thence due South, a distance of 210.96 feet to the point of beginning.
Containing 1.128 acres, more or less.

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EXHIBIT B

That part of the West 358.36 feet of Tracts 29 and 30, Model Land Company's Subdivision of the West Half of Section 11, Township 44 South, Range 42 East, Palm Beach County, Florida, according to the Plat thereof recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 5, page 76, lying North of the right-of-way of Forest Hill Boulevard as described in Deed Book 1167, page 687.

AND

That part of the East 40 feet of the Southeast Quarter of Section 10, Township 44 South, Range 42 East, Palm Beach County, Florida, lying North of the right-of-way of Forest Hill Boulevard, Less the North 35 feet thereof conveyed to the Lake Worth Drainage District.

LESS, HOWEVER, THE FOLLOWING PORTIONS THEREOF:

A parcel of land lying within the plat of Garden Condominium Apartments, Palm Beach County, Florida, as set forth in Plat Book 31, pages 73 and 74, Palm Beach County, Florida public records, said parcel of land being more particularly described as follows: Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned plat of Garden Condominium Apartments; thence south $89^{\circ}57'15''$ West along the North right-of-way line of Forest Hill Boulevard, a distance of 423.36 feet; thence due North, a distance of 668.12 feet to the point of beginning of the herein described parcel of land; thence continue due North, a distance of 570.00 feet; thence due East along the South right-of-way line of Lake Worth Drainage District Canal L-7, a distance of 76.00 feet; thence due South, a distance of 570.00 feet; thence due West, a distance of 76.00 feet to the point of beginning. Containing 0.994 acres, more or less.

AND

A parcel of land lying within the plat of Garden Condominium Apartments, as set forth in Plat Book 31, pages 73 and 74, Palm Beach County, Florida public records, said parcel of land being more particularly described as follows: Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned plat of Garden Condominium Apartments; thence due North, a distance of 519.91 feet to the point of beginning of the herein described parcel of land; thence due West, a distance of 93.25 feet, thence due South, a distance of 35.00 feet; thence due West, a distance of 37.00 feet; thence due South a distance of 2.00 feet; thence due West, a distance of 55.86 feet; thence due North, a distance of 92.00 feet; thence due West, a distance of 32.50 feet; thence due North a distance of 100.00 feet; thence due East, a distance of 32.50 feet; thence due North, a distance of 92.00 feet; thence due East, a distance of 55.86 feet; thence due South, a distance of 2.00 feet; thence due East, a distance of 37.00 feet; thence due South, a distance of 35.00 feet; thence due East, a distance of 93.25 feet; thence due South, a distance of 210.96 feet to the point of beginning. Containing 1.128 acres, more or less.

RECORDED 2555 PAGE 1224

EXHIBIT C

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 5-11 day of May, 1975, by and between FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, hereinafter called the "Association"; and HAS LAND DEVELOPMENT, INC., a Florida corporation, and LUCERNE VILLAGE, INC., a Florida corporation, hereinafter called the "Developers"; which terms "Association" and "Developers" will be deemed to extend to and include the successors, assigns, heirs and legal representatives of said parties;

WITNESSETH:

WHEREAS, the Developers are developing certain land located in Palm Beach County, Florida as a community of condominium apartments, which they will offer for sale, and

WHEREAS, such condominium apartments and other improvements, including recreational facilities which will be conveyed to the Association by the Developers in accordance with an Agreement of even date herewith, will be known as FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS; and

WHEREAS, the Association was organized for the purpose of operating the condominiums to be established by the Developers upon said land, and

WHEREAS, the parties hereto desire to insure that the initial assessments established by the Association for common expenses will not be increased for a period of two (2) years from the date of the recording by the Developers of the first Declaration of Condominium for FOREST HILL VILLAS GARDEN CONDOMINIUM APARTMENTS, and

WHEREAS, the parties hereto desire that the Developers manage said condominiums, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, it is agreed as follows:

1. The Association appoints the Developers as its exclusive agents in the operation of all condominiums for which the Association will have operating responsibilities that are established by the Developers upon the land in Palm Beach County, Florida described in Exhibit A attached hereto, and as its exclusive agents in the operation of the recreational facilities to be acquired by the Association from the Developers for the use of the Association, for the use of its members, for the use of the owners and occupants of all apartments of said condominium, and for the use of the tenants, visitors and guests of such owners and occupants.

This Document Prepared By
PHILIP H. REID, JR.
324 ROYAL PALM WAY
PALM BEACH, FLORIDA 33480

RECORDED 2555 PAGE 1225

EXHIBIT H

2. The term of this Management Agreement will begin on the date of the recording by the Developers of a Declaration of Condominium in the public records of Palm Beach County, Florida, by which any portion of the land described in Exhibit A is submitted to the condominium form of ownership and a condominium for which the Association will have operating responsibilities is thereby established. It will continue for a period of two (2) years.

3. The Developers will have all of the powers and duties given and assigned to the Association by the Condominium Act, which is Chapter 711, Florida Statutes, by the applicable Declarations of Condominium submitting the land described in Exhibit A to the condominium form of ownership, by the Articles of Incorporation and Bylaws of the Association, and by this Management Agreement. However, the powers and duties of the Developers will not include any specifically given or assigned to the Board of Directors or membership of the Association by said Declarations of Condominium, Articles of Incorporation and Bylaws; they will not include the making of assessments, except to the extent hereinafter set forth; they will not include the power to amend said Declarations of Condominium, Articles of Incorporation and Bylaws; they will not include the power to lease the common elements of said condominiums; they will not include the power to enter into any leases demising land or other property to the Association; and they will not include the power to convey, lease or encumber any land or other property of the Association.

The duties of the Developers will include, but not be limited to, the following:

A. The enforcement by legal means of the provisions of the Condominium Act, said Declarations of Condominium, Articles of Incorporation and Bylaws; and the enforcement by legal means of the rules and regulations for the use of the condominium properties and for the use of the recreational facilities to be acquired by the Association from the Developers.

B. The employment of personnel to perform the services required for the proper management and operation of the condominiums. The Association will not employ any personnel during the term hereof, unless the cost thereof is not to be paid by the Developers.

C. The collection of assessments and all other monies due the Association under said Declarations of Condominium, Articles of Incorporation and Bylaws; and the taking of such action as may be necessary to collect such monies.

D. The maintenance of accounting records for the Association according to good accounting practice; including a record of all receipts and expenditures collected or disbursed in behalf of apartment owners and an account for each apartment, designating the name and address of its owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.

E. The maintenance, repair and replacement of the condominium properties and of the recreational facilities to be acquired by the Association from the Developers, except

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those portions thereof for which unit owners are responsible. All portions of such properties for which the Association is responsible will be kept in a good state of repair and in first class condition.

F. The purchase of insurance, the payment of insurance premiums, the determination of insurance coverage, the adjustment of insurance claims, the delivery of insurance policies or evidence thereof to Insurance Trustees, when required; and the disbursement of insurance proceeds, as to said condominiums, in accordance with the provisions of said Declarations of Condominium.

G. The determination of whether or not condominium apartments are tenantable after casualty, the issuance of certificates as to such tenantability, the approval of plans for reconstruction or repair, the obtaining of estimates of the cost to rebuild or repair, the ordering of disbursement of funds by Insurance Trustees for reconstruction and repair, as to said condominiums, the retaining of architects and the obtaining of architects' approval as to work done in reconstruction or repair.

H. The payment to Insurance Trustees of such amounts as are necessary, over and above insurance proceeds, to complete any reconstruction or repair of a condominium after casualty. Any surplus from said payments or deposits which would otherwise be refunded to the Association or condominium apartment owners will be paid to the Developer; and, as to the recreational facilities to be acquired by the Association from the Developers all casualty insurance proceeds will be paid to the Developers by the Association for the purpose of reconstruction or repair.

I. The giving of notices, in accordance with the provisions of said Declarations of Condominium, Articles of Incorporation and Bylaws.

J. The making of reasonable regulations concerning the use of the condominium properties and the use of the recreational facilities to be acquired by the Association from the Developers.

K. The collection of the amount of any increase in insurance premiums occasioned by the use, misuse, occupancy or abandonment of condominium apartments or their appurtenances or common elements.

L. Such duties as may be assigned to the Association by amendments to the Condominium Act, said Declarations of Condominium, Articles of Incorporation and Bylaws. However, the duties of the Developers will not include any created by amendments to the Condominium Act, unless they are accepted in writing by the Developers.

The entire cost of performing such duties will be paid by the Developers.

4. The duties of the Association will be as follows:

A. The making of assessments in the amounts set forth in Article 5 of this Management Agreement. However, for the purpose of this Management Agreement, the parties hereto and the owners of all condominium apartments will

OFFICE RECEIVED 2555 PAGE 1227

consider said assessments are made, whether or not the Association or its Board of Directors or members take any action in regard thereto.

B. The obtaining of the Developers' written consent to any amendments to said Declarations of Condominium, Articles of Incorporation and Bylaws. Any such amendments will be null and void unless said written consent is obtained and is recorded in the public records of Palm Beach County, Florida.

C. The obtaining of the Developers' written consent to any mortgages encumbering any of the common elements of said condominiums or the recreational facilities to be acquired by it from the Developers. Any such mortgages will be null and void unless said written consent is obtained and is recorded in the public records of Palm Beach County, Florida.

D. The obtaining of the Developers' written consent to any deeds or leases conveying or demising land or any other property to it, except the property to be conveyed to it by the Developers. Any such deeds and leases will be null and void unless said written consent is obtained and is recorded in the public records of Palm Beach County, Florida.

E. The obtaining of the Developers' written consent to its purchase of any such condominium apartments; and, if acquired, the obtaining of the Developers' written consent to any mortgages encumbering same. Any such purchases or mortgages will be null and void unless said written consent is obtained and is recorded in the public records of Palm Beach County, Florida.

F. The aiding and assisting of the Developers in any reasonable manner requested by the Developers as to the collection of assessments; and the Association will also aid and assist the Developers in any reasonable manner requested, in order to simplify the collection of assessments or any other monies to be collected.

G. The prevention of the interference by any of its officers, directors or members with the Developers, in the exercise of its powers or the performance of its duties hereunder.

Said written consents of the Developers will not be unreasonably withheld.

5. The monthly assessments against the owners of each apartment contained within the condominiums established upon the land described in Exhibit A, for which the Association will have operating responsibilities, will be \$46.50 during the term of this Management Agreement.

6. The Developers will have the exclusive right to collect all monies due the Association under said Declarations of Condominium, Articles of Incorporation and Bylaws. It will expend such amount thereof as is necessary in the performance of its duties under this Management Agreement and it will hold the remainder thereof, if any, for contingencies, operating capital, deferred maintenance and depreciation. Such remainder will be paid to the Association at the termination of this Management Agreement.

7. In the event of default by either the Association or the Developers in the performance of this Management Agreement, the other will have the right to specific performance

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and to any other remedies given by law. However, a failure on the part of the Developers to perform any of the conditions hereof will not be considered a default unless such failure shall continue for a period of sixty (60) days after the Association shall have given it written notice thereof and unless the Developers do not undertake during said sixty (60) day period to cure its failure by vigorous and affirmative action.

If the Association or the Developers are compelled to pay reasonable attorneys' fees in prosecuting or defending any action or proceeding instituted by reason of a default by the other, it will be reimbursed for such expense by the other defaulting party.

8. In the event the Association is dissolved, or if its existence is otherwise terminated, or if for any reason it ceases to be responsible for the operation of any of the condominiums established by the Developers upon the land described in Exhibit A (after having first been responsible for such operation), or if any of said condominiums are terminated, during the term of this Management Agreement, the owners of all apartments in each such condominium that was formerly operated by the Association, their heirs, executors, legal representatives, successors and assigns, will as to their separate interests, be bound by the provisions hereof; and the Developers will manage such interests pursuant to the terms and provisions of this Management Agreement, as the nature of such interests and the context hereof shall permit.

9. The Developers will not be liable to the Association or its members for any loss or damage not caused by the Developers' own gross negligence or willful misconduct; and the Association and its members will, and do hereby, indemnify and save harmless the Developers from any liability, costs and expenses arising from injury to any person or property upon or about any of said condominiums from any cause whatever, unless such injury shall be caused by the Developers' own gross negligence or willful misconduct.

10. This Management Agreement contains the entire agreement between the parties with reference to the subject matter hereof and it may not be changed, altered or modified, except by an instrument in writing, signed by the parties.

RECEIVED 2555 PAGE 1229

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and seals the day and year first above written.

Executed in the presence of:

FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC.

Howard A. Shuts

By Howard A. Shuts
President

Bobbie Murray

Attest: W J Hambrick
Secretary

HAS LAND DEVELOPMENT, INC.

Howard A. Shuts

By Howard A. Shuts
President

Bobbie Murray

Attest: John W. Hofen
Secretary

LUCERNE VILLAGE, INC.

Howard A. Shuts

By W J Hambrick
President

Bobbie Murray

Attest: W J Hambrick
Secretary

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STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter C. P. ... President of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

WITNESS my hand and official seal this 5th day of May, 1975.

Suzanne Search
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W.D. ... Secretary of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation, and that he affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

WITNESS my hand and official seal this 5th day of May, 1975.

Suzanne Search
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

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FILED

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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC.
(A Condominium Association)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name

The name of the corporation will be FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2

Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of condominium apartment buildings to be established by HAS LAND DEVELOPMENT, INC., a Florida corporation, KARL BEACHLER, GRENFALL J. BEACHLER and WILLIAM J. FARNBAUCH, hereinafter called the Developers, or their assigns, upon parcels of land in Palm Beach County, Florida.

The Developers, or their assigns, will offer the apartments of such buildings, which will be condominium units, for sale.

2.2. The Association will make no distribution of income to its members, directors or officers.

ARTICLE 3

Powers

The powers of the Association will include and be governed by the following provisions:

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act and in Chapter 617, Florida Statutes, except as limited by these Articles and the Declarations of Condominium for the condominiums operated by the Association; and it will have all of the powers and duties

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reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

A. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the condominium properties.

D. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as apartment owners.

E. To reconstruct improvements after casualty and to further improve the condominium properties.

F. To make and amend reasonable rules and regulations respecting the use of the condominium properties.

G. To approve or disapprove the transfer, mortgage and ownership of apartments, as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

H. To enforce by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the condominium properties.

I. To contract for the management, operation and maintenance of the condominiums, including their common elements, and of any recreational facilities owned by it.

J. To employ personnel to perform the services required for the proper management, operation and maintenance of the condominiums, including their common elements, and of any recreational facilities owned by it.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

ARTICLE 4

Members

4.1. The members of the Association will consist of all of the record owners of the apartments in the condominiums;

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and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of apartments in the remaining condominiums.

4.2. After receiving approval of the Association change of membership will be established by recording in the public records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to an apartment and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

4.4. The owner of each apartment will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1. The affairs of the Association will be managed by a board consisting of a number of directors determined by the Bylaws of the Association, but by not less than three (3) directors; and in the absence of such determination the board will consist of three (3) directors. Directors need not be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.3. The first election of directors will not be held until after the Developers have closed the sales of fifteen percent (15%) of the apartments that will be operated ultimately by the Association, at which time the apartment owners other than the Developers will be entitled to elect one-third (1/3) of the members of the Board of Directors and the remaining directors will be elected by the Developers. Such apartment owners may continue to elect one-third (1/3) of the members of the Board of Directors and the Developers will continue to elect the remaining directors until three (3) years have elapsed after sales by the Developers have been closed of seventy-five percent (75%) of the apartments that will be operated ultimately by the Association, or three (3) months have elapsed after sales by the Developers have been closed of ninety percent (90%) of the apartments that will be operated ultimately by the Association, or when all of the apartments that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developers in the ordinary course of business, whichever shall first occur. At such time, the apartment owners other

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than the Developers will become entitled to elect the number of directors required to form a majority of all members of the Board of Directors, but not more than such number, and the Developers will elect the remaining directors. Directors will thereafter be elected in such manner until the Developers willingly terminate their right to elect any directors, or until December 31, 1980, whichever will first occur. The Developers will then have no rights not held by all apartment owners, concerning the election of directors. However, if the Developers do not willingly terminate their right to elect any directors, they will be entitled to elect one (1) director as long as they hold for sale in the ordinary course of business any apartments in the condominium operated by the Association.

5.4. The names and residence addresses of the member of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

HOWARD A. SHEETS	4686 Myla Lane West Palm Beach, Florida 33401
JOHN HOFEN	4717 Myla Lane West Palm Beach, Florida 33401
JACK D. SHEETS	2030 Northeast 62nd Street Fort Lauderdale, Florida 33310
KARL BEACHLER	4 Ohio Road Lake Worth, Florida 33460
GRENFALL J. BEACHLER	4 Ohio Road Lake Worth, Florida 33460
WILLIAM J. FARNBAUCH	4 Ohio Road Lake Worth, Florida 33460

ARTICLE 6

Officers

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

President	HOWARD A. SHEETS 4686 Myla Lane West Palm Beach, Florida 33401
Vice-President	JACK D. SHEETS 2030 Northeast 62nd Street Fort Lauderdale, Florida
Secretary-Treasurer	WILLIAM J. FARNBAUCH 4 Ohio Road Lake Worth, Florida 33460

ARTICLE 7

Indemnification

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred

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by or imposed upon him in connection with any matter or proceeding or any settlement of any matter or proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursements being for the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than sixty percent (60%) of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association; or

B. until the first election of directors, only by all of the directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium units; no amendment will make any changes in paragraph 5.3 or in paragraph 5.4 of Article 5 hereof, without the approval of the Developers; and no amendment will be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Palm Beach County, Florida.

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ARTICLE 10

Term

The term of the Association will be perpetual.

ARTICLE 11

Subscribers

The names and residence of the subscribers of these Articles of Incorporation are as follows:

HOWARD A. SHEETS
4686 Myla Lane

JACK D. SHEETS

West Palm Beach, Florida 33401

2030 Northeast 62nd Street

Fort Lauderdale, Florida 33310

WILLIAM J. FARNBAUCH

4 Ohio Road

Lake Worth, Florida 33460

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 3rd day of March, 1975.

Howard A. Sheets
Howard A. Sheets

Jack D. Sheets
Jack D. Sheets

William J. Farnbauch
William J. Farnbauch

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, HOWARD A. SHEETS and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of March, 1975.

H. J. ...
Notary Public
State of Florida at Large
My commission expires: 11-8-75

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STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, JACK D. SHEETS and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of March, 1975.

H. Dora Bonner
Notary Public
State of Florida at Large
My commission expires: 11-8-75

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, WILLIAM J. FARNBAUCH and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of March, 1975.

H. Dora Bonner
Notary Public
State of Florida at Large
My commission expires: 11-8-75

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BYLAWS

FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY.

These are the Bylaws of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, hereinafter called the Association, the Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of operating fourteen (14) condominium apartment buildings containing a total of one hundred forty-four (144) apartments to be established by HAS LAND DEVELOPMENT, INC., a Florida corporation, and LUCERNE VILLAGE, INC., a Florida corporation, upon parcels of land in Palm Beach County, Florida. The Developers or their assigns will offer the apartments of such buildings for sale.

1.1. The office of the Association will be at 5969 Forest Hill Boulevard, Lake Worth, Florida.

1.2. The fiscal year of the Association will be the calendar year.

1.3. The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. MEMBERS' MEETINGS.

The members of the Association will be the owners of the apartments of said condominiums.

2.1. The annual members' meeting will be held at 1:30 P.M., Eastern Standard Time, on the 1st Thursday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Provided, however, if that day is a legal holiday the meeting will be held at the same hour on the next day that is not a legal holiday.

2.2. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

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EXHIBIT J

2.3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary or Assistant Secretary, if any, unless waived in writing. Such notice will be in writing to each member at his address as it appears on the books of the Association and will be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after the meeting.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declarations of Condominium, the Articles of Incorporation or these Bylaws.

2.5. Voting.

A. The owner of each apartment will be entitled to one (1) vote; and if one (1) owner owns more than one (1) apartment he will be entitled to one (1) vote for each apartment owned.

B. If an apartment is owned by one (1) person, his right to vote will be established by the record title to his apartment. If an apartment is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary or Assistant Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, it will be valid only for the particular meeting designated in the proxy and it must be filed with the Secretary or Assistant Secretary, if any, before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

- A. Election of chairman of the meeting.
- B. Calling of the roll and certifying the proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.

- E. Reports of officers.
- F. Reports of committees.
- G. Election of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

3. DIRECTORS.

3.1. Membership. The affairs of the Association will be managed by a board of not less than three (3) nor more than seven (7) directors, the exact number to be determined at the time of election.

3.2. Election of directors will be conducted in the following manner:

A. Election of directors will be held at the annual members' meetings.

B. Nominations will be made from the floor.

C. The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

D. Vacancies in the Board of Directors occurring between annual meetings and after the first election of directors will be filled, as follows: If the person no longer serving as a director was elected by the apartment owners other than the Developers, or their assigns, the vacancy will be filled by such apartment owners; and if the person no longer serving as a director was appointed by the Developers, or their assigns, the vacancy will be filled by appointment of the Developers, or their assigns.

E. Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose, subsequent to the time during which the Developers, or their assigns, may appoint directors, as set forth in the Articles of Incorporation. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

F. Provided, however, the first election of directors will not be held until the time set forth in the Articles of Incorporation.

3.3. The term of each director's service, commencing with those elected at the first election of directors, will extend until the next annual meeting of the members and subsequently until his successors is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.8. A quorum at directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations of Condominium, the Articles of Incorporation or these Bylaws.

3.9. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.11. The presiding officer at directors' meetings will be the chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of a presiding officer, the directors present will designate one of their number to preside.

3.12. The order of business at directors' meetings will be:

- A. Calling of roll
- B. Proof of due notice of meeting
- C. Reading and disposal of any unapproved minutes
- D. Reports of officers and committees
- E. Election of officers
- F. Unfinished business
- G. New business
- H. Adjournment

3.13. Directors' fees will not be paid.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required.

5. OFFICERS.

5.1. The executive officers of the Association will be a President, who will be a director, a Secretary and a

Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their power and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.4. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. He will keep the books of the Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

5.5. No compensation will be paid to officers of the Association.

6. FISCAL MANAGEMENT.

Such separate condominiums established by the Developers, or their assigns, will, in fiscal matters, be managed as a single entity; separate accounts need not be maintained for the separate condominiums; and all sums collected from assessments may be commingled in a single fund, or divided into more than one (1) fund, as determined by the Board of Directors. However, such fiscal management will be governed by the provisions of any agreements made by the Association for the management, operation and maintenance of the condominiums during the terms of such agreements. ✓

In the event such agreements are not made, or if they do not contain provisions for fiscal management, or at the termination of any such agreements, fiscal management will be as set forth in the Declarations of Condominium and these Bylaws, supplemented by the following:

6.1. Accounts. The receipts and expenditures of the Association will be credited and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

6.2. Budget. The Board of Directors will adopt a combined budget, as to all of said separate condominiums, for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

Copies of the adopted budget and resulting assessments will be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

6.4. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the fiscal year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

6.5. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association will be deposited. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the directors.

7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declarations of Condominium, Articles of Incorporation or these Bylaws.

8. RESTRICTIONS AS TO PROPERTY.

The Association will not convey, lease or encumber any lands received by it from the Developers for recreational purposes, or undertake any new construction thereon, or

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demolish any improvements existing thereon as of the date it acquires title, or make any alterations to said improvements, except with the approval of not less than eighty (80%) percent of those members of the Association entitled to cast votes and the approval of the holders of all recorded liens encumbering the apartments of all such condominiums.

9. AMENDMENTS,

These Bylaws may be amended in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary or Assistant Secretary, if any, at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than sixty (60%) percent of the entire membership of the Board of Directors and by not less than sixty (60%) percent of the votes of the entire membership of the Association; or

B. until the first election of directors, only by all of the directors; provided the amendment does not increase the number of condominium units or alter the boundaries of the common elements.

9.3. Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; no amendment will affect or impair the validity or priority of any mortgage covering any apartment without the approval of the holder of such mortgage; no amendment will make any changes in paragraph 2.9., 3.2.F. or 6.3., without the approval of the Developers; and no amendment will make any changes in Section 8., except with the approval of the percentage of votes and the approval of the lien holders therein described.

The foregoing were adopted as the Bylaws of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, at the first meeting of its Board of Directors.

/s/ William J. Farnbauch
Secretary

Approved:

/s/ Howard A. Sheets
President

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Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Arnold G. Hertz and John W. Huber, respectively, President and Secretary of HAS LAND DEVELOPMENT, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described and who executed the said instrument.

WITNESS my hand and official seal this 5 day of May, 1975.

Arnold G. Hertz
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. J. Karchner and H. J. Faenbauch, respectively, President and Secretary of LUCERNE VILLAGE, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described and who executed the said instrument.

WITNESS my hand and official seal this 5 day of May, 1975.

Arnold G. Hertz
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires January 13, 1978

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30, Model Land Company's Subdivision of the West Half of Section 11, Township 44 South, Range 42 East, Palm Beach County, Florida, according to the Plat thereof recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 5, page 76, lying North of the right-of-way of Forest Hill Boulevard as described in Deed Book 1167, page 687.

AND

That part of the East 40 feet of the Southeast Quarter of Section 10, Township 44 South, Range 42 East, Palm Beach County, Florida, lying North of the right-of-way of Forest Hill Boulevard, Less the North 35 feet thereof conveyed to the Lake Worth Drainage District.

LESS, HOWEVER, THE FOLLOWING PORTIONS THEREOF:

A parcel of land lying within the plat of Garden Condominium Apartments, Palm Beach County, Florida, as set forth in Plat Book 31, pages 73 and 74, Palm Beach County, Florida public records, said parcel of land being more particularly described as follows: Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned plat of Garden Condominium Apartments; thence south $89^{\circ}57'15''$ West along the North right-of-way line of Forest Hill Boulevard, a distance of 423.36 feet; thence due North, a distance of 668.12 feet to the point of beginning of the herein described parcel of land; thence continue due North, a distance of 570.00 feet; thence due East along the South right-of-way line of Lake Worth Drainage District Canal L-7, a distance of 76.00 feet; thence due South, a distance of 570.00 feet; thence due West, a distance of 76.00 feet to the point of beginning. Containing 0.994 acres, more or less.

AND

A parcel of land lying within the plat of Garden Condominium Apartments, as set forth in Plat Book 31, pages 73 and 74, Palm Beach County, Florida public records, said parcel of land being more particularly described as follows: Commencing at a point on the North right-of-way line of Forest Hill Boulevard, said point being the point of beginning of the above mentioned plat of Garden Condominium Apartments; thence due North, a distance of 519.91 feet to the point of beginning of the herein described parcel of land; thence due West, a distance of 93.25 feet, thence due South, a distance of 35.00 feet; thence due West, a distance of 37.00 feet; thence due South a distance of 2.00 feet; thence due West, a distance of 55.86 feet; thence due North, a distance of 92.00 feet; thence due West, a distance of 32.50 feet; thence due North a distance of 100.00 feet; thence due East, a distance of 32.50 feet; thence due North, a distance of 92.00 feet; thence due East, a distance of 55.86 feet; thence due South, a distance of 2.00 feet; thence due East, a distance of 37.00 feet; thence due South, a distance of 35.00 feet; thence due East, a distance of 93.25 feet; thence due South, a distance of 210.96 feet to the point of beginning. Containing 1.128 acres, more or less.

REC-2555 PAGE 1233

EXHIBIT A

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 10th day of March, A.D., 1975

as shown by the records of this office.

Charter number: 7-32,088

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of March,

A.D., 1975

A handwritten signature in cursive script that reads "Bruce A. Smathers".

SECRETARY OF STATE

OFFICIAL RECORDS 2555 PAGE 1234

corp-94
1-7-78

EXHIBIT I

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Jay Steven Levine, Esquire
Levine, Frank & Edgar, P.A.
3300 PGA Boulevard, Suite 500
Palm Beach Gardens, FL 33410
(407) 626-4700

SEP-05-1995 11:10am 95-283294
ORB 8904 Pg 114

**CORRECTIVE CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM
FOR ALL OF THE FOREST HILL VILLAS GARDEN CONDOMINIUM BUILDINGS,
CONDOMINIUMS BY AMENDING THE BY-LAWS OF THE
FOREST HILL VILLAS GARDENS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declarations of Condominium for all of the Forest Hill Villas Garden Condominium buildings, condominiums, together with exhibits, were duly recorded in the Public Records of Palm Beach County, Florida, as follows:

Forest Hill Villas Garden Condominium Building 2, A Condominium,
Official Record Book 3547, Page 183;

Forest Hill Villas Garden Condominium Building 3, A Condominium,
Official Record Book 3310, Page 1591;

Forest Hill Villas Garden Condominium Building 4, A Condominium,
Official Record Book 3470, Page 373;

Forest Hill Villas Garden Condominium Building 5, A Condominium,
Official Record Book 2555, Page 1249;

Forest Hill Villas Garden Condominium Building 6, A Condominium,
Official Record Book 2589, Page 573;

Forest Hill Villas Garden Condominium Building 7, A Condominium,
Official Record Book 2589, Page 640;

Forest Hill Villas Garden Condominium Building 8, A Condominium,
Official Record Book 2589, Page 707;

Forest Hill Villas Garden Condominium Building 9, A Condominium,
Official Record Book 2615, Page 1198;

Forest Hill Villas Garden Condominium Building 10, A Condominium,
Official Record Book 2555, Page 1185,

Forest Hill Villas Garden Condominium Building 11, A Condominium,
Official Record Book 2555, Page 1121;

Forest Hill Villas Garden Condominium Building 12, A Condominium,
Official Record Book 3304, Page 1235;

Forest Hill Villas Garden Condominium Building 13, A Condominium,
Official Record Book 3325, Page 377;

WHEREAS, a Certificate of Amendment was recorded on January 26, 1993 in Official Record Book 7565, Page 1088, Public Records of Palm Beach County, Florida, to which an Exhibit "1" was attached, indicating that three amendments were approved to the By-Laws of the Association;

WHEREAS, it was recently discovered that Exhibit "1" included a new Section 11 to the By-Laws (amendment number three), which the Association realizes never passed;

WHEREAS, this Certificate is being recorded to clarify that only the first and second amendments were approved.

NOW THEREFORE, the By-Laws shall be considered amended in the particular as stated in Exhibit "1" attached hereto; these Amendments shall run with the real property known as FOREST HILL VILLAS GARDEN CONDOMINIUM BUILDINGS, CONDOMINIUMS as mentioned above and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF CORRECTION

WE HEREBY CERTIFY that this Corrective Certificate correctly states the Amendments approved and passed in 1993.

DATED this 28th day of August, 1995.

WITNESSES:

Jean L. Zorn
James D. Techie

FOREST HILL VILLAS GARDEN
CONDOMINIUM ASSOCIATION, INC.

By: Edna B. Seiple
PRESIDENT: President

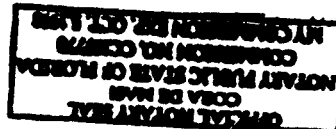
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 28th day of August, 1995, before me personally appeared EDNA B. SEIPLE, President of FOREST HILL VILLAS GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individual and officer described in and who executed the aforesaid Certification as her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at West Palm Beach, in the County of Palm Beach, State of Florida, the day and year aforesaid.

Cora De Masi
NOTARY PUBLIC, State of Florida
CORA DE MASI

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AMENDMENTS TO THE
BY-LAWS OF THE FOREST HILL VILLAS GARDEN
CONDOMINIUM ASSOCIATION, INC. WHICH IS
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM
OF FOREST HILL VILLAS GARDEN CONDOMINIUM BUILDING NOS. 1-11

As used herein the following shall apply:

A. Words in the text are lined through with (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. A new Section 6.8 shall be added to the By-Laws which shall provide as follows:

"6.8 Late Fee. Any assessments or installments not paid on or before ten (10) days after the date due shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. No hearing is required for the imposition of a late fee."

2. A new Section 10 shall be added to the By-Laws, which shall provide as follows:

"10. TRANSFER FEE. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in Section 15 of the Declaration; in the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term."

NOTICE REGARDING EFFECTIVE DATE: All Amendments are effective when recorded in the Public Records of Palm Beach County, Florida.