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Prepared By: William E. Shannon
10385 Ironwood Road
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DECLARATION OF CONDOMINIUM
OF
CONDOMINIUM 1 OF WHITEHALL CONDOMINIUMS OF
THE VILLAGES OF PALM BEACH LAKES

BURG & DIVOSTA CORPORATION, a Florida corporation (hereinafter referred to as "Developer"), as owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Condominium 1 of Whitehall Condominiums of the Villages of Palm Beach Lakes (the "Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida, where the Land is located and states and declares:

I. SUBMISSION STATEMENT

The Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature ("Act").

II. NAME

The name by which the condominium created hereby (the "Condominium") and the Condominium Property are to be identified is:

CONDOMINIUM 1 OF WHITEHALL CONDOMINIUMS
OF THE VILLAGES OF PALM BEACH LAKES

III. LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof ("Land").

IV. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and for clarification the following terms have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature.

B. "Apartment" means the portion of the Condominium that is subject to private ownership, and is a "unit" as defined in the Act.

C. "Apartment Owner(s)" means the owner(s) of an Apartment.

D. "Articles" means the Articles of Incorporation of the "Association" (as hereinafter defined).

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E. "Association" means Whitehall Condominiums of the Villages of Palm Beach Lakes Association, Inc., a Florida corporation not-for-profit, organized to administer this Condominium and the other "Whitehall Condominiums" (as hereinafter defined) and having as its members the Apartment Owners.

F. "Board" means the Board of Directors of the Association.

G. "By-Laws" means the By-Laws of the Association.

H. "Common Elements" means the portion of the Condominium Property, including the Land and surface water management system, not included in the Apartments.

I. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the "Condominium Documents" (as hereinafter defined) and includes:

(1) The cost of operation, maintenance, repair or replacement of the Common Elements, the costs of carrying out the powers and duties of the Association, the cost of fire, extended coverage, and fidelity bond insurance, the cost of Palm Beach County real estate taxes including taxes payable to the Northern Palm Beach County Water Control District; and

(2) "Recreation Area Expenses" as set forth in the "Recreational Covenants Agreement" (as those terms are hereinafter defined); and

(3) "Villages of Palm Beach Lakes Property Owners Association Expenses" as set forth and defined more fully herein.

(4) Any other expenses so designated from time to time by the Board.

J. "Condominium Documents" means in the aggregate this Declaration, the Articles, the By-Laws, the Recreational Covenants Agreement, the Declaration of Covenants and Restrictions relating to the Villages of Palm Beach Lakes, and all of the instruments and documents referred to therein and executed in connection with the Condominium.

K. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium, and the possessory and use rights set forth in the Recreational Covenants Agreement.

L. "Declaration" means this instrument or any other instrument by which Developer submits a Whitehall Condominium to condominium ownership in accordance with the Act.

M. "Declaration of Covenants and Restrictions for the Villages of Palm Beach Lakes" means that certain instrument recorded in Official Record Book 3821 at page 89 of the Public Records of Palm Beach

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County, Florida, which imposes certain restrictions upon the "Villages of Palm Beach Lakes" (as hereinafter defined).

N. "Developer" means Burg & DiVosta Corporation, a Florida corporation, its grantees, successors and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

O. "Limited Common Elements" means the portion of the Common Elements which are reserved for the use of a certain Apartment or Apartments to the exclusion of other Apartments.

P. "Recreation Area Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses generally arising from ownership and operation of the "Recreation Areas" (as defined in the Recreational Covenants Agreement), which expenses are more specifically described in the Recreational Covenants Agreement, and which are part of the Common Expenses of the Whitehall Condominiums.

Q. "Recreational Covenants Agreement" means the document recorded in Official Records Book 4346, Page 33 of the Public Records of Palm Beach County, Florida, by which certain lands and improvements are burdened with certain covenants, restrictions and easements for the benefit of the Association and the Apartment Owners.

R. "Villages of Palm Beach Lakes" is the name given to a planned community development located in the City of West Palm Beach, Florida; a portion of which is being developed as "Whitehall Condominiums of the Villages of Palm Beach Lakes" (as hereinafter defined).

S. "Villages of Palm Beach Lakes Property Owners Association" (hereinafter called "Property Owners Association") means that certain association created to hold and maintain certain properties located in the Villages of Palm Beach Lakes. The duties of Apartment Owners to the Property Owners Association, including the payment of certain expenses, are more fully described herein.

T. "Whitehall Condominium(s)" means certain lands and improvements which have been or may be submitted to condominium ownership pursuant to a particular Declaration.

U. "Whitehall Condominiums of the Villages of Palm Beach Lakes" is the name given to the planned residential community being developed in stages by the Developer.

V. DESCRIPTION OF IMPROVEMENTS

A. The improvements included in the Condominium are described on the "Survey" (as hereinafter defined) and include a four-story, residential, multi-family apartment building ("Building"). The

84381 P1169

Condominium contains twenty-four (24) Apartments, each of which is identified by a three digit arabic numeral (e.g. "201") and is so referred to herein and in the Exhibits hereto. No Apartment in the Building bears the same numeral as any other Apartment in the Building.

B. Annexed hereto as Exhibit B and made a part hereof is a survey of the Land, a graphic description of the improvements in which the Apartments are located, a site plan, and a description of Apartment Dimensions (all of which are herein referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and each Apartment and its relative location and approximate dimensions. There is attached to the Survey and made a part hereof a certificate of a surveyor, prepared, signed and in conformance with the requirements of Section 718.104(4)(c) of the Act.

C. There are reflected on the Survey certain areas designated for parking ("Parking Spaces"). Certain of the Parking Spaces (Apartment Owner Parking Space(s)) are reserved for the exclusive use of Apartment Owners, their family members, invitees, licensees and guests. The Apartment Owner Parking Spaces shall be assigned as set forth in Article XIII hereof. The remainder of the Parking Spaces will be set aside for guest parking ("Guest Parking Spaces"). Apartment Owner Parking Spaces and Guest Parking Spaces may be used only by Apartment Owners and their family members, invitees, licensees and guests under such rules and regulations ("Rules and Regulations") as may be promulgated from time to time by the Board. The Apartment Owner Parking Spaces are Limited Common Elements and shall be maintained, repaired and replaced by the Association, and the Apartment Owners assessed for such maintenance, repair and replacement.

VI. UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided equal share in the Common Elements.

B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements of this Condominium in accordance with the Condominium Documents.

VII. SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be equally shared by each Apartment Owner, and the "Common Surplus" (as that term is defined in the Act) shall be owned equally by each Apartment Owner.

VIII. PLAN FOR DEVELOPMENT

A. Developer is the developer of Whitehall Condominiums at the Villages of Palm Beach Lakes which are intended to be located on Tracts S, T, U and V of the Villages of Palm Beach Lakes, Plat 2, according to the plat thereof recorded in Plat Book 44 at Pages 1 to 19, inclusive, of the Public Records of Palm Beach County, Florida.

84381 P1170

It is intended that Whitehall Condominiums shall be, in the aggregate, twenty (20) apartment buildings containing a total of four hundred eighty (480) apartments. It is presently intended that each apartment building will be submitted to condominium ownership as a separate Whitehall Condominium by the recording of a Declaration for that particular building and appurtenances. It should be also conclusively presumed, that for the purpose of sharing in common expenses and sharing in ownership of common surplus, that the Common Elements appurtenant to each condominium are equal. As set forth in the Recreational Covenants Agreement, Developer has set aside certain land areas to construct thereon certain improvements for the use of apartment owners in all of the Whitehall Condominiums ("Recreation Areas"). The Association shall ultimately be conveyed ownership of the Recreation Areas. As set forth in the Recreational Covenants Agreement, easements have been established across, over, under and upon the "Residential Property" (as that term is defined in the Recreational Covenants Agreement), including the condominium property of each Whitehall Condominium and the Recreation Areas, in order to provide a means of ingress and egress, and for other purposes for the convenience and benefit of members of the Association, their family members, guests, licensees and invitees.

B. The Association shall be the condominium association responsible for the operation of each Whitehall Condominium as well as the Recreation Areas. Each Apartment Owner in each of the Whitehall Condominiums shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and By-Laws of the Association are attached hereto as Exhibits C and D, respectively, and are hereby made a part hereof.

C. Whitehall Condominiums of the Villages of Palm Beach Lakes is located in the Villages of Palm Beach Lakes, Plat 2, and therefore is subject to the Declaration of Covenants and Restrictions for the Villages of Palm Beach Lakes, recorded in Official Record Book 3821 at Page 89, public records of Palm Beach County, Florida. Each Apartment Owner is a mandatory member of the Villages of Palm Beach Lakes Property Owners Association, Inc., which is the entity designated to maintain certain entry areas, medians, recreation areas (excluding golf courses), bicycle and pedestrian paths, parks, street lights and other facilities located in areas of the Villages of Palm Beach Lakes dedicated to the Property Owners Association. All Apartment Owners acquire the benefits as to use of the designated properties and facilities, and the obligation to pay the Property Owners Association maintenance expenses.

D. While it is not the intent of the Developer to relinquish control of the development, in the event that Developer's mortgagee obtains title to the development, the mortgagee may decide in its sole discretion not to complete the plan for development as presently intended and depicted with regard to apartment buildings not submitted to Declaration of Condominium. Such a mortgagee shall have the right to use all access roads and recreation areas when in possession, and would be authorized to modify the plan for development including the ability to add members to the Association who shall pay their prorata share of maintenance and other costs.

IX. VOTING RIGHTS OF APARTMENT OWNERS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment in the Association as to the matters on which a vote by Apartment Owners is taken as provided under the Condominium Documents and the Act.

B. The vote of the owners of any Apartment owned by more than one natural person, or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy signed by all of the owners of such Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. The proxy shall be valid until revoked by a subsequent proxy similarly signed and filed and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof; provided, in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. If the proxy is not on file, the vote associated with an Apartment where the proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B of this Article IX, whenever any Apartment is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. In the event a proxy designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Apartment owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one spouse is present at a meeting, the person present may cast the Apartment's vote without establishing the concurrence of the absent spouse.

X. EASEMENTS

A. Easements in Other Whitehall Condominiums

Developer declares that the Apartment Owners in each Whitehall Condominium shall have the right to use and enjoy the walks and other rights-of-way comprising a portion of the Common Elements within each such Whitehall Condominium, and each Declaration shall provide appropriate easement provisions to effect this plan.

B. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way in this Condominium as shown on the Survey or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and

84381 P1172

across the same and, pursuant to the Recreational Covenants Agreement, to the Recreation Areas and to public ways, including dedicated streets, which easement is hereby created in favor of all the Apartment Owners in the Condominium and owners of apartments in all Whitehall Condominiums now or hereafter existing for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same. Notwithstanding anything to the contrary contained in this paragraph, the easements described and set forth in this paragraph are intended to comply with Section 718.104(4)(m) of the Act.

C. Easements and Cross-Easements on Common Elements

Inasmuch as the Condominium constitutes a part of Whitehall Condominiums, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the balance of Whitehall Condominiums and the owner or owners of any portions thereof, their family members, guests, invitees or licensees, the Association, and such appropriate utility and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by the Developer to and from all portions of Whitehall Condominiums for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it or the Board deems to be in the best interests of and necessary and proper for the Condominium and the balance of the Whitehall Condominiums.

D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium property or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

XI. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special

84381 P1173

assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual budget of the Association or shall be separately levied and collected as a special assessment by the Association against all of the owners of all Apartments. Each Apartment Owner shall be assessed by and shall pay to the Association in equal shares the New Total Tax. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements.

B. All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a Common Expense in the annual budget of the Association.

XII. OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Apartment may be rented more than twice in any twelve (12) month period or for a term of less than four (4) months.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment or the Common Elements; obstruct or interfere with the rights of other Apartment Owners or the Association; or annoy other Apartment Owners by unreasonable noises or otherwise. An Apartment Owner shall not commit or permit any nuisance, immoral or illegal act in his Apartment or other portions of the Condominium Property.

C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, other portions at Camino Real, or in or upon his Apartment, and shall erect no exterior antennae or aerials upon any portion or part of his Apartment or other portions of the Condominium Property.

D. Except as provided under the Rules and Regulations promulgated by the Association from time to time, an Apartment Owner shall not keep any pet in his Apartment, nor keep any other animals,

BN381 P1174

livestock or poultry nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. No clothesline or other similar device shall be allowed in any portion of the Condominium Property. No trailer, boat, van, camper, truck or commercial vehicle shall be permitted on any portion of the Condominium Property, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use if any such use is so designated by the Rules and Regulations.

XIII. PARKING SPACES

A. There are reflected on the "Survey" for the Condominium, Parking Spaces located upon the Condominium Property. These Parking Spaces shall be used, assigned and reassigned in accordance with the provisions of this Article XIII. The use of a Parking Space shall be an appurtenance to the Apartment to which it is assigned.

B. Assignment of Parking Spaces

1. Developer has the right to assign the use of a particular Parking Space to a particular Apartment at the time the Apartment is originally acquired from Developer. The assignment of use shall be made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" which shall be delivered at the same time as the Special Warranty Deed to the Apartment. The Association shall maintain a book ("Book") for the purpose of listing each assignee of each Parking Space and the transfers thereof. Upon assignment of such Parking Space by Developer, Developer shall cause the Association to record its transfer in the Book, and the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The use of the Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance or passing of title to the Apartment to which the said assignment of use of Parking Space has been made, the Apartment Owner making the conveyance of title shall execute a notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

2. The Assignment of Use of Parking Space shall be a written instrument signed by any two (2) officers of the Association which shall describe the Parking Space, the use of which is to be assigned, the name of the transferee and the transferee's Apartment number, which shall thereupon be recorded in the Book.

3. In the event any Parking Spaces have not been assigned to the use of any particular Apartment, such Parking Spaces may be assigned, used or leased on such terms and conditions as the Board may from time to time determine; provided that a portion of the Parking Spaces shall always be kept for providing guest parking.

B4381 P1175

C. Restrictions on Separate Transfer of Parking Spaces

1. The use of a Parking Space may be transferred by an Apartment Owner to another Apartment Owner within the Condominium, provided that the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number and shall furnish the same to the Association which shall record such transfer in the Book.

2. Notwithstanding any of the provisions contained in subparagraph C.1. of this Article XIII immediately above, the use of a Parking Space which is encumbered by a mortgage shall not be transferred without the written consent and authorization of such Mortgagee.

D. Restrictions on Use of Parking Spaces

No trucks, boats, trailers or campers may be parked at any time on the Condominium Property except as provided under the Rules and Regulations of the Association or as the Association may otherwise provide. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the Rules and Regulations of the Association, with costs to be borne by the owner or violator.

E. One Parking Space to Every Apartment

Notwithstanding any provisions herein contained as to transfers of Parking Spaces, every Apartment shall have the use of at least one (1) Parking Space, and no transfer shall be made which shall deprive any Apartment of such use.

XIV. SALES, LEASES, MORTGAGES AND CONVEYANCES

In order to assure a community of congenial and responsible Apartment Owners and thus protect the value of the Apartments, the sale, leasing, and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this section of the Declaration is amended in the manner herein provided:

A. Sale or Lease

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Board on behalf of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

1. Notice to Association. Each and every time an Apartment Owner ("Transferor") intends to make a sale or lease of his Apartment or any interest therein ("Offering"), he shall give written notice to the Association ("Notice") of such intention, together with the name

and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms that are supplied by the Association. The giving of such Notice shall constitute a warranty and representation by the Transferor to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Transferor believes the proposal to be bona fide in all respects. The Notice just described shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval"), unless such disapproval is for cause based on a violation or potential violation of the Condominium Documents, or furnish a purchaser or lessee approved by the Association and give notice thereof to Transferor who will accept the sale or lease to the substitute purchaser or lessee furnished by the Association upon terms as favorable to Transferor as the terms stated in the Notice; except that the purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval within which to complete the sale or lease of Transferor's Apartment. Transferor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) members of the Board, and shall be delivered to the purchaser or lessee of the Transferor. Failure of the Board to grant Approval or to furnish a substitute purchaser or lessee within thirty (30) days after the Notice is received shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or lessee of the Transferor a written Approval in recordable form signed by two (2) members of the Board.

B. Mortgages

1. An Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Board. There shall be no restriction attempting to limit the Apartment Owner to a designated class or classes of mortgage lenders. During normal business hours, the Association shall make available to Apartment Owners, and to mortgage lenders, holders, insurers or guarantors current copies of the Condominium Documents and the books, records and financial statement of the Association. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

2. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Apartment number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Apartment on

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which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of an Apartment subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

C. Acquisition by Gift, Devise or Inheritance

1. Any person (except the spouse, children or parents of an Apartment Owner) who has obtained an Apartment by gift, devise, inheritance or by any other method not heretofore considered shall give to the Association notice of the fact of obtaining such Apartment, together with (a) such information concerning the person(s) obtaining the Apartment as may be reasonably required by the Association and (b) a certified copy of the instrument by which the Apartment was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction the Association, by its Board, may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required notice on the date of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice and information, the Board must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person so named in the notice. The approval of the Board shall be in recordable form signed by any two (2) members of the Board and delivered to the person obtaining title. Failure of the Board to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Board advising the person obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value. The fair market value shall be determined by any of the following methods: (a) by an average of the appraisals given by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers just appointed; (b) upon mutual agreement by the purchaser and person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by

B4381 P1178

said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association, by its Board, shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Board shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) members of the Board.

D. Unauthorized Transactions

Any sale, transfer, mortgage or lease not authorized pursuant to the terms of this Article XIV shall be voidable by the Association unless subsequently approved by the Association in the manner specified in this Article XIV.

E. Rights of Mortgagee in Event of Foreclosure

Upon becoming the owner of an Apartment through foreclosure or by deed in lieu of foreclosure, a Mortgagee holding a mortgage on an Apartment or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale for the benefit of such Mortgagee shall have the unqualified right to sell, lease or otherwise transfer said Apartment, including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Association. It is specifically declared that, except as set forth in Article XXV hereof, the provisions of Paragraphs A, B, and C of this Article XIV shall be inapplicable only to Mortgagees or the acquirer of title as above described in this Paragraph.

XV. MAINTENANCE AND REPAIR PROVISIONS

A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition, to repair and to replace at his expense all portions of his Apartment, including any screening on his Florida room, all window panes and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceilings and floors); to maintain and to repair the fixtures therein, including the air conditioning equipment; and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner is responsible for the cleaning of the exterior of all window panes contained in his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which if not performed would affect the Condominium Property in its entirety or an Apartment belonging to another Apartment Owner. Each Apartment Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Apartments shall be maintained and repaired in accordance with the building plans and

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B4381 P1179

specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

2. Not to make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Building without first obtaining the written consent of the Board.

3. Not to paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including walkways, doors or window frames (except for replacing window panes), etc. Not to place any drapery facings without white outside lining, heat reflecting devices, blinds or shades without first obtaining the written approval of the Board, which approval the Board may withhold in its absolute discretion. Not to have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

4. To promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make repairs to any plumbing or electrical wiring within an Apartment, except by licensed plumbers or electricians. The provisions as to the use of a licensed plumber or electrician shall not be applicable to a Mortgagee or to Developer. Plumbing and electrical repairs within an Apartment shall be paid for and shall be the financial obligation of the Apartment Owner.

6. To permit any officer of the Association or any agent of the Board to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments, which shall be their irrevocable right.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements including the surface water management system and all exterior surfaces of the Building (except the replacing or cleaning of window panes or window screens as set forth above) and to maintain and repair all landscaping upon the Condominium Property.

2. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures within an Apartment.

3. To repair, maintain and replace any and all improvements and facilities located upon the Recreation Areas in accordance with the Recreational Covenants Agreement.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Apartment Owner or any Mortgagee. In the event such changes or improvements prejudice the rights of an Apartment Owner or Mortgagee, the consent of such Apartment Owner or Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand (\$1,000) Dollars. The cost of such alterations and improvements shall be assessed among the Apartment Owners in equal shares.

XVI. PROVISIONS FOR COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by its Board, shall prepare a budget for the operation and management of the Association, the Recreation Areas, the Condominium and for each of the Whitehall Condominiums, which budget shall be prepared and adopted in accordance with the Condominium Documents. An equal portion of the expenses applicable to the Whitehall Condominiums as set forth in the budget shall be allocated to each Condominium, which equal portion shall constitute the Common Expenses of the Condominium. Except as otherwise provided in the Condominium Documents, the Common Expenses, in turn, shall be allocated to each Apartment Owner based upon each Apartment Owner's equal share of ownership of Common Elements, which sum, together with each Apartment Owner's equal share of Recreation Area Expenses as determined in the Recreational Covenants Agreement, and the assessments payable to the Property Owners Association, as determined by the Board of Directors of the Village of Palm Beach Lakes Property Owners Association, Inc. shall be assessed as the "Annual Assessment". In allocating the expenses to each Whitehall Condominium, the Board shall attempt to provide an equal Annual Assessment to all apartments; however, any expenses occasioned by a particular Whitehall Condominium or group of Whitehall Condominiums which the Board determines may be more appropriately allocated to such Whitehall Condominium or Whitehall Condominiums shall be so allocated. Notwithstanding the above-stated method of allocation, however, the Apartment Owners shall be obligated to pay in addition to the Annual Assessment, such special assessments ("Special Assessment") as shall be levied by the Board

against their Apartment or Apartments either as a result of (a) extraordinary items of expense; (b) the failure or refusal of other Apartment Owners in this Condominium or other Apartment Owners in other Whitehall Condominiums to pay their Annual Assessment; or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents, or the Act.

B. Assessments

Assessments shall be made and determined as provided herein and in the other Condominium Documents. Annual Assessments shall be payable in quarterly installments or in such other installments as the Board may determine (but in no event less frequently than quarterly) and notice to Apartment Owners in writing ("Assessment Payment Method").

1. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any Special Assessments (collectively "Assessments") levied by the Association and for all costs of collecting delinquent Assessments, plus interest and reasonable attorneys' fees as hereinafter provided. In the event of default in the payment of an installment under the Assessment Payment Method used by the Board or a default in payment of a Special Assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the Apartment Owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any Special Assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said Assessments against the Apartment Owner owing the same in any manner provided for by the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments.

3. In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid Assessments and interest thereon against the Apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of Assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate of interest permissible under the laws of the State of Florida.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium, and further, in the event a Mortgagee obtains title to an Apartment by a deed in lieu of foreclosure, such Mortgagee, its successors and

84381 P1182
18649

assigns, shall not be liable for accrued Assessments or Common Expenses which became due prior to such acquisition of title, unless such accrued Assessment or Common Expenses are secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment, effective with the passage of title to such Mortgagee.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of Palm Beach County, Florida.

6. It is specifically acknowledged that the Assessment charges for Common Expenses, including Recreation Area Expenses, (the "Interim Assessments") are in effect for the period ("Interim Assessment Period") commencing with the date of recording of this Declaration and ending August 31, 1985, or the date first noticed for the "Majority Election Meeting" (as defined in the Articles), whichever is the first to occur. The Interim Assessments are based upon the 1985 Budget for Common Expenses applicable to Whitehall Condominiums. Developer guarantees that notwithstanding any increases in items of expense for the year 1984 and subsequent periods included within the Interim Assessment Period, if any, which would otherwise be assessed against Apartments in this Condominium, Developer will make up the difference, if any, between the Common Expenses chargeable to the Apartments in this Condominium and the sums collected from Interim Assessments. This guarantee is made in accordance with Section 718.116(8)(b) of the Act and during the Interim Assessment Period, Developer will not be required to pay any Assessments for Apartments it owns. Upon the expiration of the Interim Assessment Period, every Apartment, including those owned by Developer, if any, will be assessed for the Common Expenses applicable to this Condominium as provided by the Condominium Documents.

XVII. LIABILITY INSURANCE, FLOOD INSURANCE AND FIDELITY BOND PROVISIONS

A. The Board shall obtain comprehensive general liability coverage insuring all common areas, public ways, if any, and other areas that are under its supervision. The policy shall provide coverage of at least \$1,000,000.00 for bodily injury or property damage for all claims arising out of a single occurrence. The liability coverage shall include protection against liability that results from the operation, maintenance, or use of the project's common areas; liability that results from actions related to employment contracts in which the Association is a party; liability for non-owned or hired automobiles; and liability of hazards related to usage. The policy must provide for at least 10 days' written notice to the Association before the insurer can cancel or substantially modify coverage, and similar notice must be given to each first mortgagee of an apartment. All policies shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an indivi-

dual Apartment Owner. Each Apartment Owner shall be responsible for purchasing liability insurance for accidents occurring in his own Apartment.

B. If any part of the common areas are in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Board shall obtain flood insurance. The coverage shall be 100% of the current replacement cost of any common area improvements or buildings and other insurable common property, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.

C. The Association shall obtain Fidelity Bonds covering the Board, the Association officers, any employees, and such other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of the annual operating expenses, and the amount in reserve as of the end of each fiscal year of the Association, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

D. All liability, flood, and fidelity bond coverages shall be paid by the Association, and charged to the Apartment Owners as common expenses.

XVIII. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. Each Apartment Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall maintain a master policy or policies to insure all apartment buildings and improvements located in the common areas against casualty loss. This coverage shall insure 100% of the current replacement cost of the common area improvements and apartment buildings and units, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at reasonable cost. The policy or policies shall cover all of the general and limited common elements that are normally included in such coverages; including fixtures, building service equipment, and common personal property and supplies belonging to the Association.

1. The coverages will EXCLUDE the following:

(a) Land, foundations, excavations, and other items that are usually excluded from insurance coverage; and

(b) Any increase in the value of an Apartment as a result of special improvements, alterations or betterments not common to comparable apartments.

2. The coverages will INCLUDE the following:

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

(b) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(c) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(d) Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

(e) Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location;

(f) Special condominium endorsement;

(g) A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors or assigns;

(h) Appliances delivered as original equipment with each Apartment, such as dishwasher, washer, dryer, refrigerator, oven, range and water heater, or replacements of like kind and quality;

(i) Carpets and other floor coverings installed as original coverings with each Apartment, or replacements of like kind and quality;

(j) Inside paint applied as original wall finishing, or replacements of like kind and quality;

(k) Non-load-bearing interior walls; and

(l) Windows and screens for limited perils only per policies.

3. When appropriate and possible, the policy or policies shall waive the insurer's right to:

(a) Subrogation against the Association and against the unit owners, individually and as a group;

(b) The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more unit owners.

4. In addition, the policy or policies should provide that:

(a) Any Insurance Trust Agreement will be recognized;

84381 P1185

(b) The policy shall be primary, even if a unit owner has other insurance that covers the same loss; and

(c) The named insured shall be the Association for the use and benefit of the Apartment Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Apartment Owner and each Apartment Owner's mortgagee.

5. The Association may, to the extent possible and if not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The "Lead Mortgagee", as that term is hereinafter defined, shall have the right to approve the policies and the company (or companies) which is (are) the insurer(s) under the insurance placed by the Association, as herein provided, and the amount thereof. The Association shall have the right to designate a trustee ("Insurance Trustee") and thereafter from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee, provided such Insurance Trustee shall be acceptable to the Lead Mortgagee. The term "Lead Mortgagee" shall mean the Mortgagee holding the first recorded mortgage encumbering an Apartment, and at such time as the aforesaid Mortgagee is not the holder of a mortgage on an Apartment, then the Mortgagee having the highest dollar indebtedness on Apartments in the Condominium shall be the Lead Mortgagee. In the absence of the action of said mortgagee, the Association shall have said right without qualification.

B. All such aforesaid policies shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds.

C. No Mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any Mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Apartment Owners and/or their respective Mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Apartment Owners and Mortgagees under the following terms:

1. In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Apartment Owners of the Apartments damaged and their Mortgagees, if any, as their interest may appear, and it shall be the duty of these Apartment Owners to use such proceeds to effect necessary repair to the Apartments. The Insurance Trustee may rely upon the written statement of the Association as to whether or not there has been a loss to the Apartments alone, or Common Elements, or both.

2. In the event that a loss of Five Thousand (\$5,000.00) Dollars or less occurs to improvements within one (1) or more Apartments and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements, but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Apartments; which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained to improvements within said Apartments as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Apartment and the cost of repair shall be paid by a Special Assessment to the Association by the Apartment Owner of such damaged Apartment.

3. In the event the Insurance Trustee receives proceeds in excess of the sum of Five Thousand (\$5,000.00) Dollars as a result of damages to the improvements within the Common Elements or Apartments and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the

B4381 P1187

collection of the necessary funds that are described in part (c) of this subparagraph, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of Mechanics' Liens to the Insurance Trustee and execute affidavits required by law or by the Association, any Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Apartment Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such Assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Assessment against the respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Apartment Owners pursuant to such Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Twenty-Five Thousand (\$25,000.00) Dollars, and three-fourths (3/4) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VI of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making such Insurance Proceeds Distribution to the Apartment Owners and the Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the

monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion to their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no Mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Mortgagee may be enforced by a Mortgagee.

6. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications of previously constructed Condominium Property shall require approval by the Lead Mortgagee.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Apartments alone, Common Elements alone or to improvements within Common Elements and Apartments contiguous thereto.

XIX. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

A. The space within any of the Apartments and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

XX. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents or of the Act shall not be affected.

XXI. PROVISIONS RELATING TO INTERPRETATION

A. Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way

B4381 P1189

affect this Declaration or the meaning or contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

D. In the event any Court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the incorporators of the Association.

XXII. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Apartment Owner or any Mortgagee holding a mortgage encumbering any Apartment to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees at all trial and appellate levels as may be awarded by the Court.

XXIII. PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Apartments and to alter the boundaries between the Apartments as long as Developer owns the Apartments so altered (which alterations in Developer's Apartments are hereinafter referred to as the "Alterations").

B. Any Alteration which increases or decreases the number of Apartments or alters the boundaries of the Common Elements (other than the interior walls abutting Apartments owned by Developer) shall require an amendment of this Declaration in the manner herein provided in Article XXIV, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses or Common Surplus, such amendment need be

B4381 P1190

signed and acknowledged only by Developer and need not be approved by the Association, Apartment Owners or lienors or Mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

XXIV. PROVISIONS FOR AMENDMENTS TO DECLARATION

A. Except as to the amendment described in Article XXIII hereof and the matters described in Paragraphs B, C, D, E, F and G of this Article XXIV, this Declaration may be amended at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws, by the affirmative vote of not less than fifty-one percent (51%) of the Apartment Owners; provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of Palm Beach County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Mortgagees.

B. No amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which the Apartment Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Apartment's voting rights in the Association, unless all record owners of liens on the Apartment join in the execution of the amendment. The said amendment shall be voted on at a special meeting of Apartment Owners and shall be evidenced by a certificate joined in and executed by all the Apartment Owners and all Mortgagees holding mortgages thereon and recorded in the same manner as provided in Paragraph A of this Article XXIV.

C. Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Apartment Owners to consider amending the Declaration, or other documents, in accordance with Section 718.304 of the Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Palm Beach County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless each thirty (30) day period is waived in writing by Developer and all Mortgagees.

D. No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association or any Mortgagees affected thereby. Any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

E. Prior to the Majority Election Meeting, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Apartment Owners or the Board provided that such amendment does not materially and adversely affect an Apartment Owner's property rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Apartment Owner, the Association and all Mortgagees as soon after recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

F. Pursuant to Section 718.304 of the Act, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of three-fifths (3/5) of the Board and without the consent of the Apartment Owners or their Mortgagees or lienors.

G. The Articles, By-Laws and Recreational Covenants Agreement shall be amended as provided in such documents.

XXV. PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER TO SELL
OR LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS.
SET FORTH IN ARTICLE XII A., IN PART, AND ARTICLE XIV

A. The provisions, restrictions, terms and conditions of Article XII A. providing for minimum rental periods of Apartments and the frequency thereof, and Article XIV hereof shall not apply to Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartments, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests.

B. Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Apartments or other residential units being developed and sold by Developer, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and Recreation Areas and show Apartments and including the right to carry on construction activities of all types necessary to construct other Whitehall Condominiums pursuant to the Plan for Development as set forth in Article VIII hereof. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements or the Recreation Areas and shall remain the property of Developer. This Article XXV may not be suspended, superseded or

modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein and the provisions of Paragraph A of this Article XXV may be assigned in writing by Developer in whole or in part.

XXVI. INCORPORATION OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF PALM BEACH LAKES

In accordance with the plan for development of Whitehall Condominiums of the Villages of Palm Beach Lakes, the Declaration of Covenants and Restrictions for the Villages of Palm Beach Lakes are incorporated herein by reference and hereby made a part hereof. The portion of the assessments applicable to the Apartment Owners are to be collected as Common Expenses as provided in the Declaration and in the Recreational Covenants Agreement.

XXVII. PROVISIONS RELATING TO TERMINATION

A. Because the Condominium is part of the plan for development of Whitehall Condominiums of the Villages of Palm Beach Lakes as set forth in Article VIII of this Declaration; because Developer, as owner of the Land, has declared and granted certain use and easement rights to Apartment Owners in every Whitehall Condominium; because the Apartment Owners of the Condominium will have certain use and easement rights in certain of the Common Elements of other Whitehall Condominiums; and further, because the Apartment Owners of the Condominium and owners of apartments in other Whitehall Condominiums are obligated to pay a proportionate share of the expenses of the Association, each Apartment Owner, his grantees, successors and assigns hereby consents to such plan for development and covenants and agrees to comply with any rights and obligations with respect thereto provided in the Condominium Documents, including any and all easement rights declared and granted thereunder to owners of apartments of other Whitehall Condominiums and the affirmative covenant to pay a proportionate share of the expenses of the Association, which covenants and agreements shall be covenants running with the Condominium Property and shall not end upon termination of the Condominium, but shall continue and shall be enforceable as provided in Paragraph E of this Article XXVI.

B. In order to preserve the plan for development, the preservation of which is acknowledged as being for the benefit of the Condominium Property and in the best interest of the Association, the Apartment Owners and their grantees, successors and assigns, it is hereby covenanted and agreed that no amendment of the plan for development or termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration, or if made within such period, shall not be effective if in the judgment of Developer, the Association or any Mortgagee such amendment alters or in any way affects such plan for development or the covenants, rights and obligations set forth in Paragraph A. of this Article XXVI without the prior written consent to such amendment or termination by the Association, Developer and all Mortgagees.

B*381 P1193

C. In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Apartment Owners by taking title to an Apartment covenant and agree, that the documents providing for such termination shall require (i) that any improvements upon what now comprises the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Apartments in the Condominium and (ii) that, unless otherwise consented to by eighty (80%) percent of the owners of Apartments in all of the Whitehall Condominiums, the Apartment Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph E. of this Article XXVI) shall remain obligated to pay their share of the Recreation Area Expenses which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including a lien on the Land, including the portion now designated as Apartments under the Condominium Documents.

D. This Declaration may be terminated by the affirmative written consent of eighty (80%) percent of the Apartment Owners and the written consent of all Mortgagees encumbering Apartments in the Condominium; provided, however, that the Board consents to such termination by a vote of three-fifths (3/5) of the entire Board taken at a special meeting called for that purpose and provided further that the members of the Association consent to such termination by a vote of three-fourths (3/4) of all of the members taken at a special meeting of the members called for that purpose.

E. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Apartment Owners, pro rata, in accordance with the percentage each Apartment Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Recreation Area Expenses in accordance with the provisions of the Recreational Covenants Agreement and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners as tenants in common.

XXVIII. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

A. Deposit of Awards with Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Apartment Owners, the Apartment Owners

B4381 P1194

shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Apartment Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Apartment Owner.

B. Disbursement of Funds.

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, will be deemed to be Condominium Property and shall be owned and distributed in the same manner as an Insurance Proceeds Distribution described in Article XVIII D.3.(c) of this Declaration. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Apartments will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

C. Apartment Reduced but Tenatable

If the taking reduces the size of an Apartment ("Affected Apartment") and the remaining portion of the Affected Apartment can be made tenatable, the award for the taking of a portion of the Affected Apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The Affected Apartment shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Apartment Owner thereof.

2. The balance of the award, if any, shall be distributed to the owner of the Affected Apartment and to each Mortgagee of the Affected Apartment, the remittance being made payable to the Apartment Owner and Mortgagees as their interests may appear.

3. If the floor area of the Affected Apartment is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Affected Apartment shall be reduced in the proportion by which the floor area of the Affected Apartment is reduced by the taking, and then the shares of all Apartment Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

D. Affected Apartment Made Untenatable

If the taking is of the entire Affected Apartment or so reduces the size of an Affected Apartment that it cannot be made tenatable, the award for the taking of the Affected Apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The market value of the Affected Apartment immediately prior to the taking shall be paid to the Apartment Owner thereof and to each Mortgagee thereof as their interests may appear.

2. The remaining portion of the Affected Apartment, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in Paragraph D.1. above, the work shall be approved in the manner required for further improvement of the Common Elements.

3. The shares in the Common Elements appurtenant to the Apartments that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Apartment Owners. This shall be done by restating the shares of continuing Apartment Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Apartment Owners as they exist prior to the adjustment.

4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Apartment to the Apartment Owner and to condition the remaining portion of the Affected Apartment for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Apartment Owners who will continue as Apartment Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Apartment Owners in the Common Elements after the changes effected by the taking.

5. If the market value of an Affected Apartment prior to the taking cannot be determined by agreement between the Apartment Owner and Approved Mortgagees of the Affected Apartment and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Apartment; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Apartment Owners in proportion to the shares of the Apartment Owners in the Common Elements as they exist prior to the changes effected by the taking.

E. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Apartment

Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Mortgagees as their interests may appear.

F. Amendment of Declaration

The changes in Apartments, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of the Board.

IN WITNESS WHEREOF, Burg & DiVosta Corporation, a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Secretary this 24 day of August, 1984.

WITNESSES:

Kathleen D. Wheeler
Melva N. Doubledee

BURG & DIVOSTA CORPORATION

By: [Signature], Pres.

Attest: [Signature], Sec.
(SEAL)

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Clyford F. Burg and Doubledee the President and Secretary, respectively of Burg & DiVosta Corporation, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of August, 1984.

Kathleen D. Wheeler
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 2-14-87
BONDED THIS GENERAL LIABILITY UND

B4381 P1197

JOINDER OF MORTGAGEE

PERINI LAND & DEVELOPMENT COMPANY, a Delaware corporation, the owner and holder of a mortgage dated September 5, 1984, and recorded in Official Record Book 4344 at Page 1491 Public Records of Palm Beach County, Florida, hereinafter called "MORTGAGEE", does hereby join in the making of the foregoing Declaration of Condominiums of Condominium 1 of Whitchall Condominiums of the Villages of Palm Beach Lakes and Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to each condominium apartment in the plan of development as described in said Declaration.

Except as may be specifically set forth herein, this Joinder shall not in any way affect, alter or modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the mortgage. Under no circumstances is this Joinder to be construed as an exhibit to the Declaration nor shall this Joinder constitute the execution of the Declaration, and any such attempt to do so shall automatically render this Joinder null and void.

IN WITNESS WHEREOF, the Mortgagee set its hand and seal this 15th day of October, 1984.

Signed, Sealed and Delivered in the presence of:

Lelia Wedder
Patricia LaValley

PERINI LAND & DEVELOPMENT COMPANY, a Delaware corporation

By: [Signature] President

ATTEST: [Signature] Asst. Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared John Linstroth, President of PERINI LAND & DEVELOPMENT COMPANY, a Delaware corporation, to me known to be the officer described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and state aforesaid this 15th day of October, 1984.

Lorraine De Stefano (SEAL)
Notary Public

My Commission expires:

Notary Public State of Florida at Large
My Commission Expires February 25, 1985
Bonded Thru Cornelius Johnson & Clark, Inc.

B4381 P1198

EXHIBIT A
DESCRIPTION OF CONDO NO. 1

A certain parcel of land lying in Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of the REPLAT OF TRACTS 'T', 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book 47 Pages 185 through 186 inclusive, Public Records of Palm Beach County Florida; thence from said POINT OF BEGINNING, along the following numbered courses:

1. South 02°22'47" West, 341.99 feet; thence...
2. North 87°37'13" West, 40.61 feet; thence...
3. North 02°22'47" East, 59.43 feet; thence...
4. North 87°37'13" West, 86.00 feet; thence...
5. North 02°22'47" East, 26.71 feet; thence...
6. North 87°37'13" West, 31.00 feet; thence...
7. North 02°22'47" East, 9.00 feet; thence...
8. North 87°37'13" West, 31.30 feet; thence...
9. North 32°58'38" West, 56.01 feet; thence...
10. North 08°28'53" East, 20.66 feet; thence...
11. North 28°14'44" East, 90.00 feet; thence...
12. North 56°35'22" East, 54.59 feet; thence...
13. Northeast along the arc of a 377.35 foot radius curve, concave South subtending a central angle of 35°47'31", an arc distance of 235.73 feet, more or less, to the POINT OF BEGINNING.

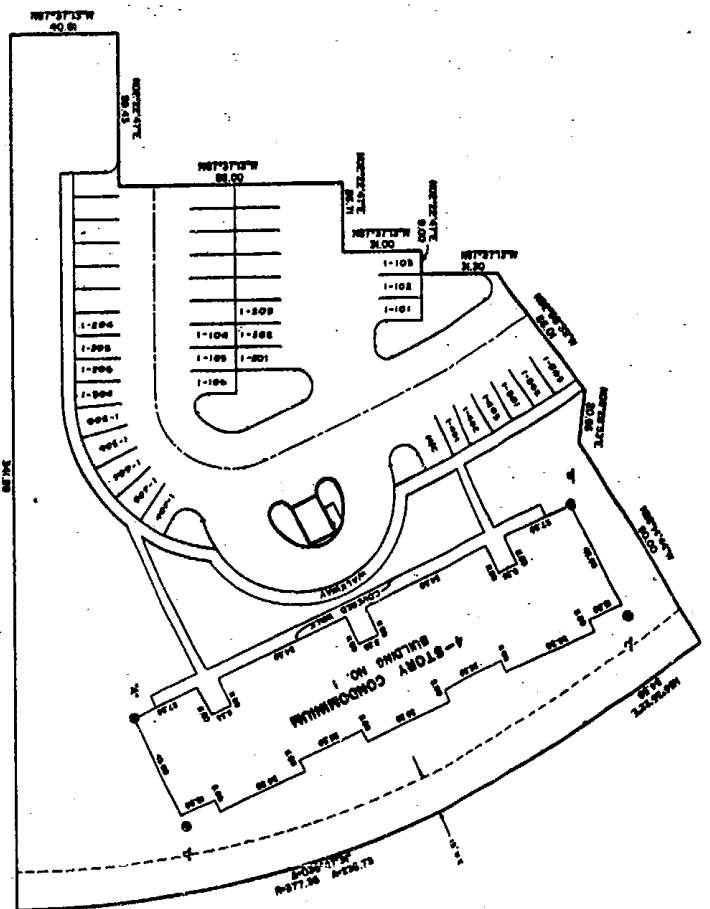
Containing 1.34 acres, more or less.

BPTID 1844 B

Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS West Palm Beach, Florida	Scale	Sheet	A File No.
Design	Pg.		Date	Of	
Drawn	Work Order				
Checked	No.				

B4381 P1200

NOTICE: This document is the property of the Surveyor General of Florida and is loaned to you for your use only. It is not to be reproduced, copied, or otherwise disseminated without the written consent of the Surveyor General of Florida.



P.O.B.

POINT	EAST	NORTH
1	18143.308	10856.811
2	18028.200	10862.830
3	18187.489	10817.482



NOTES:

- 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
- 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
- 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

THIS CERTIFICATION WAS MADE BY ME ON OCTOBER 24, 1984, AT THE OFFICE OF THE SURVEYOR GENERAL OF FLORIDA, TALLAHASSEE, FLORIDA. I HAVE REVIEWED THE RECORDS OF THE SURVEY AND THE FIELD NOTES AND I AM SATISFIED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1948, AS AMENDED, AND THE RULES AND REGULATIONS OF THE SURVEYOR GENERAL OF FLORIDA. I HEREBY CERTIFY THAT THE SURVEY IS TRUE AND CORRECT AND THAT THE DIMENSIONS AND LOCATIONS SHOWN ON THE PLAN ARE ACCURATE AND CORRECTLY LOCATED AS OF THE DATE SHOWN.

Surveyor General of Florida

Permitting, Land Surveying, Boundary, and Engineering by *Robert E. Smith & Associates, Inc.*

Page 1 of 3

ROBERT E. SMITH & ASSOCIATES, INC.
SURVEYING - ENGINEERING - ARCHITECTURE
WEST PALM BEACH, FLORIDA

SURVEY PLOT PLAN
BY: BOB & DIANE

NO. 04-018
AS SHOWN
NO. 04-018

CONDOMINIUM 1 OF WHITEHALL CONDOMINIUMS

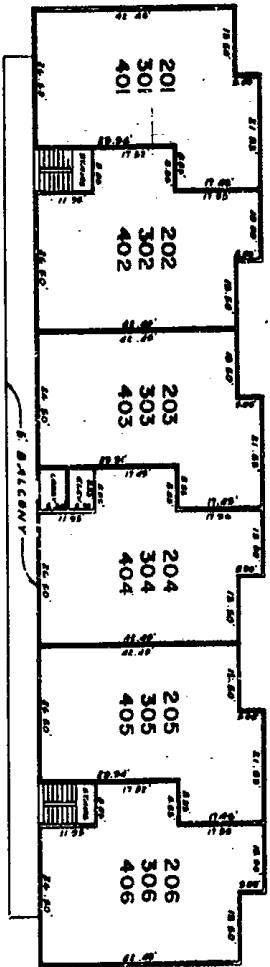
AT

THE VILLAGES OF PALM BEACH LAKES

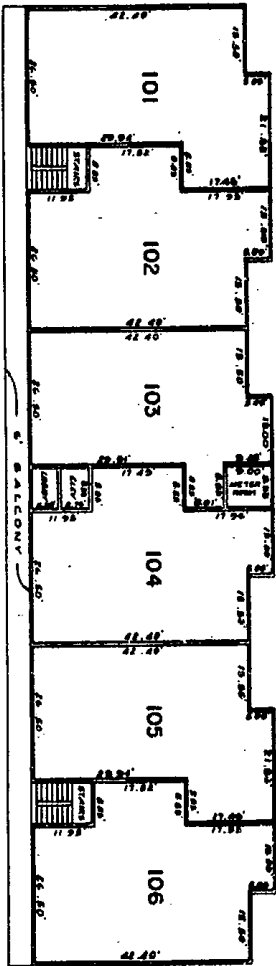
EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM

TYPICAL
SECOND TOWN HOUSE FLOOR



FIRST FLOOR



ELEVATIONS

FIRST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR
80.00'	81.75'	83.45'	85.15'
FINISHED CEILING	81.00'	82.75'	84.45'

VERTICAL CURVE DATA
 84' - 85.15' LEVEL
 84' - 85.15' LEVEL

NOTE:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. FINISHES TO BE DETERMINED BY ARCHITECT.

Page 2 of 3

PREPARED BY: ARCHITECT: ENGINEER: SURVEYOR: PLANNING: DESIGNER: DRAWN BY: CHECKED BY: DATE:	WHITEHALL & ASSOCIATES, INC. 1001 N. W. 10th St. West Palm Beach, FL 33411 Phone: (407) 833-1173 Fax: (407) 833-1174	PROPOSED FLOOR PLANS UNIT DESIGNATIONS BY: R. N. DIVORSA DATE: 10/21/88	88-1173 44 SHEETS 10/21/88 10/21/88
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1021 D 18 ENR

EXHIBIT B

WHITEHALL APARTMENT BOUNDARIES

Each Apartment shall include that part of the Whitehall building containing the Apartment that lies within the boundaries of the Apartment, which boundaries are as follows:

1. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Apartment shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

A. Upper boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the Apartment.

B. Lower boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Apartment.

C. Interior divisions. No part of the nonstructural interior walls shall be considered a boundary of the Apartment.

2. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the Apartment shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Apartment extended to their planar intersections with each other, and with the upper and lower boundaries.

3. APERATURES. Where there are aperatures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such aperature, including all framework thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the Apartment.

4. EXCEPTIONS. In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Apartments shall control in determining the boundaries of the Apartment.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 18, 1984, as shown by the records of this office.

The charter number of this corporation is N03170.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the

21st day of May, 1984.

George Firestone
Secretary of State



CER-101

04381 P1203

NOB170

ARTICLES OF INCORPORATION
OF
WHITEHALL CONDOMINIUMS OF THE VILLAGES OF
PALM BEACH LAKES ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned hereby associate ourselves into a corporation not-for-profit, for the purpose and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" which are contained in the "Act" (as those terms are hereinafter defined), shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature.

B. "Apartment" means "unit" as described in the Act and is that portion of the "Condominium Property" (as hereinafter defined) within a "Whitehall Condominium" (as hereinafter defined) which is subject to exclusive ownership.

C. "Apartment Owner" means "unit owner" as defined in the Act and is the owner of an Apartment.

D. "Articles" means these Articles of Incorporation of the "Association" (as hereinafter defined).

E. "Assessment" means the share of funds required for the payment of "Common Expenses" (as such term is hereinafter defined) which from time to time is assessed against an Apartment Owner.

F. "Association" means Whitehall Condominiums of the Villages of Palm Beach Lakes Association, Inc., a Florida corporation not-for-profit, responsible for operating "Whitehall Condominiums of the Villages of Palm Beach Lakes" (as hereinafter defined).

G. "Board" means the Board of Directors of the Association.

H. "By-Laws" means the By-Laws of the Association.

I. "Common Elements" means the portion of the "Condominium Property" (as hereinafter defined) of each Whitehall Condominium (including all of the real property), not included in the Apartments of such Whitehall Condominium.

J. "Common Expenses" means the expenses for which Apartment Owners are liable to the Association as defined in the Act and as described in the "Condominium Documents" (as hereinafter defined).

84381 P1204

K. "Condominium Declaration" means the Declaration of Condominium by which a Whitehall Condominium is submitted by "Developer" (as hereinafter defined) to the condominium form of ownership.

L. "Condominium Documents" means in the aggregate each Condominium Declaration, these Articles, the By-Laws of the Association, the "Recreational Covenants Agreement" (as hereinafter defined), the Declaration of Covenants and Restrictions for the Villages of Palm Beach Lakes, and all of the instruments and documents referred to therein and executed in connection with a Whitehall Condominium.

M. "Condominium Property" means the real property and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with a Whitehall Condominium and which have been submitted to the condominium form of ownership by the Developer pursuant to the Act.

N. "Declaration of Covenants and Restrictions for the Villages of Palm Beach Lakes" means that certain instrument recorded in Official Record Book 3821 at page 89 of the Public Records of Palm Beach County, Florida, which imposes certain restrictions upon the "Villages of Palm Beach Lakes" (as hereinafter defined).

O. "Developer" means Burg & DiVosta Corporation, a Florida corporation, its successors, grantees and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assignee of such rights in the instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Member" means a member of the Association.

R. "Recreational Covenants Agreement" means that certain Agreement to be recorded amongst the Public Records of Palm Beach County, Florida, whereby the "Recreation Areas" within Whitehall Condominiums of the Villages of Palm Beach Lakes, as therein described, are set aside by Developer for the benefit of the Association, the Apartment Owners, and other parties specified therein.

S. "Villages of Palm Beach Lakes" is the name given to a planned community development located in the City of West Palm Beach, Florida; a portion of which is being developed as "Whitehall Condominiums of the Villages of Palm Beach Lakes" (as hereinafter defined).

T. "Villages of Palm Beach Lakes Property Owners Association" (hereinafter called "Property Owners Association") means that certain association created to hold and maintain certain properties located in the Villages of Palm Beach Lakes. The duties of Apartment Owners to the Property Owners Association, including the payment of certain expenses, are more fully described in each Condominium Declaration.

B4381 P1205

U. "Whitehall Condominium" means a particular condominium in Whitehall Condominiums of the Villages of Palm Beach Lakes which is the subject of a particular Condominium Declaration.

V. "Whitehall Condominiums of the Villages of Palm Beach Lakes" is the name given to the planned residential development being developed in stages by Developer.

ARTICLE I

NAME

The name of this Association shall be WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC., whose present address is 10358 Riverside Drive, Palm Beach Gardens, Florida 33410.

ARTICLE II

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer plans to develop Whitehall Condominiums of the Villages of Palm Beach Lakes in stages on the property described as Tracts S, T, U, and V of the Villages of Palm Beach Lakes, Plat 2, according to the plat thereof recorded in Plat Book 44, at Pages 1 to 19, inclusive, Public Records of Palm Beach County, Florida. Developer intends that Whitehall Condominiums of the Villages of Palm Beach Lakes shall consist of twenty (20) apartment buildings containing, in the aggregate, a maximum of four hundred eighty (480) apartments. It is intended that each apartment building will be submitted to condominium ownership as a separate Whitehall Condominium by the recording of a Condominium Declaration for that particular building and its appurtenances. As set forth in the Plan, Developer also intends to set aside a certain land area in Whitehall Condominiums of the Villages of Palm Beach Lakes and to construct thereon certain improvements for the use of Apartment Owners, which land area and improvements ("Recreation Area") are described in the Recreational Covenants Agreement. The Association shall ultimately be conveyed ownership of the Recreation Areas as provided in Paragraph E of Article II of the Recreational Covenants Agreement. Developer further intends that easements shall be established across, over, under and upon the Residential Property, including the Condominium Property of each Whitehall Condominium and the Recreation Areas in order to provide means of ingress, egress and for other purposes for the convenience and benefit of Members of the Association, their family members, guests, licensees and invitees and other parties as set forth in the Recreational Covenants Agreement.

B. The Association shall be the condominium association responsible for the operation of each Whitehall Condominium, as well as all of Whitehall Condominiums of the Villages of Palm Beach Lakes, including the Recreation Areas. Each Apartment Owner shall be a Member of the Association as provided in these Articles. Developer and the

B4381 P1206

Association shall enter into the Recreational Covenants Agreement and the Association shall ultimately be conveyed ownership of the Recreation Areas as provided therein.

C. The purpose for which this Association is organized is to maintain, operate and manage Whitehall Condominiums of the Villages of Palm Beach Lakes and Recreation Areas; to own, operate, lease, sell, trade and otherwise deal with Whitehall Condominiums of the Villages of Palm Beach Lakes and the improvements located therein now or in the future; all in accordance with the Plan set forth above and the Condominium Documents.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. to own, operate, maintain and convey the property of the Association in accordance with the Condominium Documents;

2. to make, establish and enforce reasonable rules and regulations governing Whitehall Condominiums of the Villages of Palm Beach Lakes, the Recreation Areas and the use of Apartments, Common Elements and Condominium Property;

3. to make, levy, collect and enforce Assessments against Apartment Owners in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Whitehall Condominiums of the Villages of Palm Beach Lakes and the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

4. to maintain, repair, replace and operate the Condominium Property and the Recreation Areas in accordance with the Condominium Documents and the Act; and to maintain and operate the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any;

5. to reconstruct improvements of the Condominium Property and the Recreation Areas in the event of casualty or other loss;

B4381 P1207

6. to enforce by legal means the provisions of the Condominium Documents;

7. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and the Recreation Area and to enter into any other agreements consistent with the purposes of the Association, including agreements as to the management of the Whitehall Condominiums of the Villages of Palm Beach Lakes; and

8. to enter into the Recreational Covenants Agreement and any supplements, amendments or modifications thereto.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

A. Until such time as the first Whitehall Condominium is submitted to condominium ownership by the recordation of its Condominium Declaration, the Membership of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

B. Once the first Whitehall Condominium is established by the recordation of its Condominium Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners within that and all subsequent Whitehall Condominiums submitted to condominium ownership, which shall mean in the first instance the Developer as the owner of the Apartments, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in any Whitehall Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County, Florida, whereupon the Membership of the prior Apartment Owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XIV of the Condominium Declaration. New Apartment Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

E. Membership in the Association shall be divided into classes ("Class Members") with the Apartment Owners of each Whitehall Condominium constituting a separate class. Each class shall be designated by the same designation used to denote that particular Whitehall Condominium. For example, Apartment Owners in Condominium 1 of Whitehall Condominiums of the Villages of Palm Beach Lakes are "Class 1 Members".

F. In the event a Whitehall Condominium is terminated in accordance with its Condominium Declaration, the former Apartment Owners in that Whitehall Condominium shall no longer be Members or Class Members of the Association.

G. With respect to voting, the following provisions shall apply:

1. Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs G.2. and G.3. immediately below. However, in any event, each Apartment shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Condominium Declaration and By-Laws.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Whitehall Condominium shall be voted upon only by the Class Members of that Whitehall Condominium and shall be determined by a majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(b) Matters substantially pertaining to the Association or to Whitehall Condominiums of the Villages of Palm Beach Lakes as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. Any decision as to whether a matter substantially pertains to a particular Whitehall Condominium for purposes of Class Member voting or to the Association or Whitehall Condominiums of the Villages of Palm Beach Lakes as a whole for purposes of Membership voting shall be determined solely by the Board, but any matter material to the Recreation Areas cannot be allocated by the Board to the vote of other than the full Membership. Notwithstanding the foregoing, no action or resolution affecting a particular Whitehall Condominium which the Board determines to require the vote of the Membership shall be effective with regard to that particular Whitehall Condominium unless the Class Members of that Whitehall Condominium shall be given the opportunity to vote on said action or resolution.

84381 P1209

4. The Membership shall be entitled to elect the Board as provided in Article IX of these Articles.

H. There shall be only one (1) vote for each Apartment, and if there is more than one (1) owner with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Condominium Declaration.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual; however, if the Association is dissolved, the property consisting of the surface water management system operated and maintained by the Association as a Common Element of each Whitehall Condominium of the Villages of Palm Beach Lakes shall be conveyed to an appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE VI

SUBSCRIBERS

The names and residences of the Subscribers to these Articles are as follows:

NAME	ADDRESS
Clifford F. Burg	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
Otto B. DiVosta	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
William E. Shannon, Jr.	10358 Riverside Drive Palm Beach Gardens, Fl. 33410

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected

84381 P1210

annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Clifford F. Burg
Vice President	Otto B. DiVosta
Secretary	William E. Shannon, Jr.
Treasurer	William E. Shannon, Jr.

ARTICLE IX

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the "Purchaser Members" (as hereinafter defined) subsequent to the Developer's Resignation Event, shall be as provided in Paragraph J of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Clifford F. Burg	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
Otto B. DiVosta	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
William E. Shannon, Jr.	10358 Riverside Drive Palm Beach Gardens, Fl. 33410

84381 P1211

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the conveyance to Apartment Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the number of Apartments in a condominium at Whitehall Condominiums of the Villages of Palm Beach Lakes which will eventually be operated by the Association, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of paragraph D of this Article IX, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after the first sale by Developer of an Apartment contained in Whitehall Condominiums of the Villages of Palm Beach Lakes has been closed, which closing shall be evidenced by the recording of an instrument of conveyance of an Apartment to a Purchaser Member amongst the Public Records of Palm Beach County, Florida; or

2. One hundred twenty (120) days after sales by Developer of seventy percent (70%) of the Total Apartments contemplated to be contained in Whitehall Condominiums of the Villages of Palm Beach Lakes ("Total Apartments") have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or

3. When all of the Total Apartments have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Total Apartments have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

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E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Apartments for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members and upon the affirmative vote of a majority of the Board, the Board may be expanded to not greater than five (5) Directors.

K. The resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign

84381 P1213

of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

L. The Association, prior to the Majority Election Meeting, shall not be bound either directly or indirectly to any contract or lease (including a management contract), unless there is a right of termination in such contract or lease, which is exercisable without cause and without penalty upon not more than ninety (90) days notice to the other party thereto.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XII

AMENDMENTS

A. Prior to the recording of the first Condominium Declaration

B4381 P1214

amongst the Public Records of Palm Beach County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Condominium Declaration upon the recording of any such Condominium Declaration.

B. After the recording of the first Condominium Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

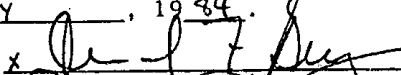
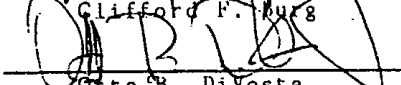
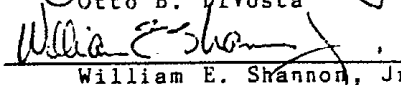
2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Condominium Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereof by Developer.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 4th day of MAY, 1984.

x 
Clifford F. Kurg

Otto B. DiVosta

William E. Shannon, Jr.

B4381 P1215

STATE OF FLORIDA)
:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared CLIFFORD F. BURG, OTTO B. DIVOSTA and WILLIAM E. SHANNON, JR., to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscribers have hereto affixed their signatures, this 4th day of May, 1984.

Marilyn M. Christie
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 12 1985
BONDED THRU GENERAL INS. UNDERWRITERS

84381 P1216

CERTIFICATE DESIGNATING A REGISTERED OFFICE AND
A REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THE STATE OF FLORIDA; NAMING AN AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with Chapter 48.091, Florida Statutes,
the following is submitted:

Whitehall Condominiums of the Villages of Palm Beach Lakes Association, Inc.

desiring to organize and qualify under the laws of the
State of Florida, with its principal office, as indicated
in the Articles of Incorporation, at City of Palm Beach
Gardens, County of Palm Beach, State of Florida, has named
CLIFFORD F. BURG, located at 10358 Riverside Drive, City of
Palm Beach Gardens, County of Palm Beach, State of Florida,
as its agent to accept service of process within this
state.

WHITEHALL CONDOMINIUMS OF THE VILLAGES
OF PALM BEACH LAKES ASSOCIATION, INC.

By: X *Clifford F. Burg*

Date: 5/4/84

Having been named to accept service of process for the
above-named corporation, at place designated in this cer-
tificate, I hereby accept to act in this capacity, and
agree to comply with the provision of said Act relative to
the proper and complete performance of my duties.

By: X *Clifford F. Burg*

(Registered Agent)

Date: 5/4/84

BY-LAWS
OF
WHITEHALL CONDOMINIUMS OF
THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC.

Section 1. Identification of Association.

These are the By-Laws of WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors. The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the development known as "Whitehall Condominiums of the Villages of Palm Beach Lakes" (the "Condominiums").

1.1 The office of the Association shall be for the present at 10358 Riverside Drive, Palm Beach Gardens, Florida, and thereafter may be located at any place designated by the Board of Directors (the "Board").

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not-For Profit".

Section 2. Definitions.

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature ("Act"), and for clarification certain terms shall have the meanings ascribed to them in the Articles of Incorporation of the Association ("Articles"). All terms defined in the Articles shall be in quotation marks with initial capital letters the first time that each term appears in these By-Laws.

Section 3. Membership; Members' Meetings; Voting and Proxies.

3.1 The qualification of "Members", the manner of their admission to "Membership" and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association at such time in the month of March of each year as the Board may determine (the "Annual Members' Meeting"). The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Membership or of "Class Members" (as described in Paragraph E. of Article IV of the Articles) shall be held

84381 P1218
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at any place within Palm Beach County, Florida, whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of the entire Membership or, as to any Class Members, upon receipt of a written request from one-third (1/3) of such Class Members.

3.4 A written notice of all meetings of Members (whether the Annual Members' Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting; provided, however, that notice of the "Initial Election Meeting" and the "Majority Election Meeting" shall be as provided in Article IX.H of the Articles. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall state the time and place that the meeting of Members is to take place, and the object for which the meeting is called. The notice shall be signed by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the "Condominium Property" at least fourteen (14) days prior to the meeting. If a meeting of the Membership, either Annual or Special, is one in which by express provision of the Act or the "Condominium Documents" there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern. Any provisions herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting or by the person entitled to vote pursuant to the proxy described in Paragraph B of Article IX of the "Condominium Declaration" ("Voting Member") which waiver shall be in writing and shall set forth the waiver of written notice.

3.5 The Membership or the Class Members may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Membership or Class Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership or Class Members (as evidenced by written response to be solicited in the notice) shall be binding on the Membership or Class Members, as the case may be, provided a quorum of the Membership or Class Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member or Voting Member.

3.6 A quorum of the Membership shall consist of one-third (1/3) of those persons entitled to cast the votes of the entire Membership. A quorum of any meeting of Class Members shall consist of one-third (1/3) of those persons entitled to cast the votes of such Class Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises

B4381 P1219

the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which, by express provision of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership or Class Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and "Directors" at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Condominium Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership or Class Members, any Member may demand the use of a secret written ballot for the voting on such matter.

3.11 No member shall be allowed to exercise his vote or serve as a Director unless he is current on all assessments.

3.12 The order of business at Annual Members' Meetings and, as far as practical at other Members' Meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Report of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.

B4381 P1220

9. Unfinished business.
10. New business.
11. Adjournment.

Section 4. Board of Directors; Directors' Meetings.

4.1 The form of administration of the Association shall be by a Board of not less than three (3) nor more than five (5) Directors. The Board shall determine the number of directorships for the succeeding year at the Board meeting prior to the Annual Members' Meeting.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference.

4.3 Subject to Section 4.5 below and the rights of the "Developer" as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies on the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein. A Director may voluntarily resign at any time.

4.5 (a) A Director elected by the "Purchaser Members", as provided in the Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Purchaser Members pursuant to Section 4.5(a) above.

(c) A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the

Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where "Assessments" against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Condominium Declaration, Articles or elsewhere herein. If at any meeting of the Board there shall be 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 which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors shall not receive any compensation for their services.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.13 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meetings or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents shall be exercised by the Board. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, all powers and duties set forth in the Condominium Documents not inconsistent with the Act, and shall include, but not be limited to, the following:

5.1 Making and collecting Assessments against Members to defray the costs of "Common Expenses", and making Assessments against certain Members at the discretion of the Board. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Condominium Declaration and the other Condominium Documents.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Condominium Property and the Recreation Area, and maintaining and operating the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts, and related appurtenances, if any.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property and the Recreation Area.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property and the Recreation Area.

5.6 Approving or disapproving proposed purchasers and lessees of "Apartments" and those acquiring Apartments by gift, devise, inheritance or other transfers in accordance with the provisions set forth in the Condominium Declaration. However, no fee shall be charged in

84381 P1223

connection with an approval of a transfer, sale, lease or sublease of an Apartment in excess of expenditures reasonably required for the transfer or sale, and this expense shall not exceed Fifty Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of lease.

5.7 Enforcing by legal means the provisions of the Condominium Documents, and the applicable provisions of the Act.

5.8 Contracting for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with funds that shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

5.9 Paying taxes and assessments which are or may become liens against the "Common Elements" and Apartments owned by the Association, if any, and assessing the same against Apartments which are or may become subject of such liens.

5.10 Purchasing and carrying insurance for the protection of "Apartment Owners" and the Association against casualty and liability for the Condominium Property and the Recreation Area.

5.11 Paying costs of all power, water, sewer and other utility services rendered to the Condominiums and not billed directly to owners of individual Apartments.

5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.

5.13 Entering any Apartment at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste or to do such other work reasonably necessary for the proper maintenance operation of the Association.

5.14 Granting such permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the common areas.

5.15 Purchasing and carrying fidelity bonds on all officers and Directors who control or disburse funds of the Association in such amounts as are more fully described in the Condominium Declarations.

Section 6. Officers of the Association.

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board, the Membership and Class Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

6.6 Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association

84381 P1225

shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of the Condominiums.

Section 7. Accounting Records; Fiscal Management.

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include: (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each Assessment charged to the Apartment, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account indicating the Common Expenses allocated under the budget of the Association ("Budget") and the Common Expenses actually incurred during the course of the fiscal year.

7.2 (a) The Board shall adopt a Budget for the Common Expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calendar year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board and shall include, but not be limited to, the following items, if applicable:

- (i) Administration of the Association
- (ii) Insurance and bonding fees
- (iii) Management fees
- (iv) Maintenance
- (v) Taxes upon Association property
- (vi) Taxes upon leased areas
- (vii) Other expenses
- (viii) Operating capital
- (ix) Reserves
- (x) Fees payable to the Division of Florida Land Sales and Condominiums

Copies of the proposed Budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association on or before thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board shall include in any such proposed Budget, on an annual basis, the establishment of reserve accounts for capital

expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This sum of money shall be considered an "Excluded Expense" under Section 7.3(a) hereof. Notwithstanding anything contained herein, the Members may, by a two-thirds (2/3) vote, determine for a particular fiscal year to budget no reserves or reserves less adequate than required herein. Such a vote may be taken at the Annual Members' Meeting or at any properly called special meetings held pursuant to the provisions of Section 3.3 hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) except for reserves, any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, "Annual Assessments" (as defined in the Condominium Declaration), shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The Association shall employ a method of accounting which shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report of such audit shall be mailed or furnished by personal delivery to each Member not later than sixty (60) days following the end of the calendar year. The report shall include a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classification and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- (i) Cost of security
- (ii) Professional and management fees and expenses
- (iii) Taxes
- (iv) Cost for recreation facilities
- (v) Expenses for refuse collection and utility services
- (vi) Expenses for lawn care
- (vii) Cost for building maintenance and repair
- (viii) Insurance costs
- (ix) Administrative and salary expenses
- (x) General reserves, maintenance reserves, and depreciation reserves

The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board as otherwise provided in the Condominium Declaration.

7.3(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against all the Membership generally or against any Class Members of an amount which is less than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such Assessments for the Membership or Class Members for the preceding year (the "Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses") as follows:

- (i) Reserves for repair or replacement of any portion of the Condominium Property;
- (ii) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
- (iii) Assessments for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board prior to the Majority Election Meeting, then a special meeting of the Membership (if all Members are affected by the Excess Assessment) or of the particular Class Members (if only they are affected by the Excess Assessment; such Members or Class Members, as the case may be, are hereinafter referred to as the "Affected Members") shall be called by the Board which shall be held within twenty (20) days after the

Budget Meeting upon written notice to each Affected Member sent not less than ten (10) days prior to such special meeting. Notwithstanding the calling of such special meeting, the Budget shall be deemed approved by all Members other than the Affected Members. At said special meeting the Excess Assessment shall be presented for approval by the Affected Members. If, at said special meeting of the Affected Members, a majority of the Affected Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the Affected Members, a majority of the Affected Members shall not approve the Excess Assessment, then the Board shall reconvene at a special meeting so as to reduce the items of anticipated expenses in the Budget, other than the Excluded Expenses, in an amount necessary so that the Budget adopted by the Board will not contain an amount for an Excess Assessment.

(c) Should the Excess Assessment be adopted by the Board after the Majority Election Meeting, then upon written application requesting a special meeting signed by ten percent (10%) or more of the Affected Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days written notice to each Affected Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Affected Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Affected Members. If a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at the special meeting, then the Budget originally adopted by the Board shall be the final Budget as to the Affected Members. If no written application is delivered as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

7.4 Allocation of Common Expenses and Determination of Annual Assessment.

(a) The Budget constitutes an estimate of the expenses of the Association. The Board shall allocate a portion of the Budget to each Whitehall Condominium and the result shall constitute the Annual Assessment for such Apartment. The procedure for allocation of a portion of the Budget to each Whitehall Condominium shall be as follows:

(i) Expenses of the Association which are applicable to more than one Whitehall Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Whitehall Condominiums to which such is applicable by multiplying such expenses by a fraction, the numerator of which is the number of Apartments within the particular Whitehall Condominium to which such expense is being allocated and the denominator of which is the total number of Apartments in the various Whitehall Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable (due to the fact

that a grossly disproportionate amount of such expenses are attributable to a particular Whitehall Condominium) then the Board may allocate such expenses in a manner deemed by it to fair and equitable.

(ii) Expenses of the Association which are applicable solely to one Whitehall Condominium (such as repairs to the Common Elements of a particular Whitehall Condominium) shall allocated by the Board as a Common Expense of the Apartment Owners within such Whitehall Condominium.

(b) Notwithstanding the allocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special Assessments levied by the Board against his Apartment as provided in the Condominium Declaration. The Association shall collect Annual and special Assessments from an Apartment Owner in the manner set forth in the Condominium Declaration.

Section 8. Rules and Regulations.

8.1 The Board may adopt reasonable rules and regulations or amend or rescind existing rules and regulations governing the use and operation of the common elements, common areas, and recreation areas serving the condominium(s), provided such rules and regulations are not inconsistent with the condominium documents.

8.2 Notice of the proposed adoption, amendment, modification, or rescission must be posted in a conspicuous place on the condominium(s) property, and a copy must be sent to each Apartment Owner at least thirty (30) days before the proposed rule, regulation, amendment, modification, or rescission becomes effective. In the case of an emergency, a proposed rule shall become effective immediately upon posting and delivery. Any mailing to an Apartment Owner shall be sent to the last known address as shown on the books and records of the Association.

8.3 The Board may not unreasonably restrict any Apartment Owner's right to peaceably assemble or right to invite public officers or candidates for public to appear and speak in the common elements, common areas, and recreation areas.

8.4 Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Apartment Owners and uniformly applied and enforced.

Section 9. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association when not in conflict with the Articles, these By-Laws, a Condominium Declaration or the Act. In the event of such a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments of the By-Laws.

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

10.2 No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

10.3 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.4 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Mortgagee, the validity of the mortgage held by such Mortgagee or any of the rights of Developer.

Section 11. Arbitration.

Internal disputes arising from the operation of a Whitehall Condominium or the Association among Apartment Owners, the Board, or their agents and assigns shall be resolved by voluntary binding arbitration in accordance with Florida Statutes, Section 718.112(4). Any party to such an arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

WHITEHALL CONDOMINIUMS OF THE VILLAGES
OF PALM BEACH LAKES ASSOCIATION, INC.

By: X [Signature], Pres.
Attest: [Signature], Sec.

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

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