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FOUNTAINS SOUTH ATRIUM HOMES
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by THE FOUNTAINS OF PALM BEACH, a Florida general partnership between GOLDLIST CONSTRUCTION INCORPORATED, a Florida corporation and TRIZEC PROPERTIES, INC., a Delaware corporation, whose address is 6566 Fountains Circle, Lake Worth, Florida 33463 who shall herein be referred to as "Developer", for themselves, their successors, grantees and assigns.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property more particularly described in Exhibit "1" attached hereto and by this reference made a part hereof (hereinafter referred to as FOUNTAINS SOUTH ATRIUM HOMES AREA or ATRIUM HOMES AREA), which is a portion of that real property described in Exhibit "2" (hereinafter referred to as FOUNTAINS SOUTH); and

WHEREAS, FOUNTAINS SOUTH ATRIUM HOMES AREA shall be one of the areas within the development known as FOUNTAINS SOUTH; and

WHEREAS, the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOUNTAINS SOUTH (hereinafter referred to as the Master Declaration) contemplates and provides for the submission of portions of FOUNTAINS SOUTH to additional Covenants and Restrictions; and

WHEREAS, Developer has established a land use plan for that portion of FOUNTAINS SOUTH known as FOUNTAINS SOUTH ATRIUM HOMES AREA and desires to provide for the preservation of the values and amenities hereby established and as may be established for this and additional portions of FOUNTAINS SOUTH hereafter committed to a land use plan and to this end does hereby subject the FOUNTAINS SOUTH ATRIUM HOMES AREA to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the maintenance and preservation of the values and amenities established as aforesaid to establish the FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the Homeowners Association), to delegate and assign certain powers and duties of ownership, operation, administration, maintenance, and repair of certain property within FOUNTAINS SOUTH ATRIUM HOMES AREA, the enforcement of the covenants, restrictions, and easement contained herein and the collection and disbursement of the assessments and charges hereinafter provided to the Homeowners Association.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that FOUNTAINS SOUTH ATRIUM HOMES AREA, to the extent now committed to this Declaration, shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens hereinafter set forth.

1. **DEFINITIONS.** Unless otherwise stated, all of the terms used herein shall have the same meanings respectively ascribed to them in the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOUNTAINS SOUTH, which is recorded in Official Record Book 4032 at Page 1461 of the Public Records of Palm Beach County, Florida.

RETURN TO:
This Instrument was Prepared by:
ROBERT M. SCHWARTZ, ESQ.
DeSantis, Cook & Gaskill, P.A.
11891 U.S. Highway One

- 1.1 "Unit Owner" shall mean and refer to the Owner of a Unit and a Lot within the ATRIUM HOMES AREA.
- 1.2 As used herein, "Unit" shall mean and refer to any platted Lot as shown upon any recorded plat for any property located within the ATRIUM HOMES AREA which now or hereafter shall contain improvements intended for use and occupancy as a residence by a single household and shall include within its meaning the exterior walls, the roof, foundation and a portion of the "Party Wall" separating Units as described hereinbelow, together with all of the improvements located thereon.
- 1.3 "Party Wall" shall mean and refer to each wall which is built as a part of the original construction of the Unit and placed on the dividing line or "Lot" line between two Units. Each party will be subject to the DECLARATION OF PARTY FACILITIES FOR FOUNTAINS SOUTH ATRIUM HOMES which is attached hereto as Exhibit "3".
- 1.4 "Lot" shall mean and refer to any platted Lot as shown upon any recorded plat for any property located within the ATRIUM HOMES AREA.
- 1.5 "Board of Directors" shall mean and refer to the Board of Directors of the Homeowners Association.
- 1.6 "Atrium Homes Property" shall mean and refer to all of the FOUNTAINS SOUTH ATRIUM HOMES AREA with the exception of the Units.
- 1.7 "Declaration" shall mean and refer to this Declaration.
- 1.8 "Community Facilities" shall have the meaning ascribed thereto in the Master Declaration.
- 1.9 "Atrium", shall mean and refer to any unroofed area which is a portion of a Unit "closed in" on all four (4) sides by the interior walls of a Unit or a wall or fence.

2. PROPERTY RIGHTS.

- 2.1 Unit Owners as Members; Easements. Every Owner shall be a member of the FOUNTAINS SOUTH PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the Property Owners Association) and shall have a right and easement of enjoyment in and to the Community Facilities thereof pursuant to the Master Declaration and shall also be a member of the FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC. (the Homeowners Association) and shall have a permanent and perpetual right and easement of enjoyment in and to the FOUNTAINS SOUTH ATRIUM HOMES AREA, which shall be appurtenant to and shall pass with the title to every Unit, subject to all of the following:
- 2.1.1 All provisions of this Declaration, all exhibits attached thereto, any plat of all or any part or parts of the FOUNTAINS SOUTH ATRIUM HOMES AREA, the Articles of Incorporation, and the By-Laws of the Homeowners Association, including without limitation, the right to levy assessments by the Homeowners Association;
- 2.1.2 All provisions of the Master Declaration, all exhibits attached thereto, the Articles of Incorporation, and the By-Laws of the Property Owners Association, including without limitation, the right to levy assessments by the Property Owners Association;
- 2.1.3 Rules and regulations adopted, now or in the future, by the Property Owners Association governing use and enjoyment of the Community Facilities;
- 2.1.4 Rules and regulations adopted, now or in the future, by the Homeowners Association governing the use and enjoyment of the Atrium Homes Property and the FOUNTAINS SOUTH ATRIUM HOMES AREA;

85134 P0140

- 2.1.5 The lien of any First Mortgagee of Record as defined in the Master Declaration;
- 2.1.6 Easements, both recorded and unrecorded, for public and/or private utilities.
- 2.2 Delegation of Use. A Unit Owner may delegate, in accordance with this Declaration, the Articles of Incorporation, and By-Laws of the Homeowners Association, his right to use of the Atrium Homes Property to those who reside in his Unit, be it the members of his family, his tenants, or contract purchasers.
- 2.3 Permitted Uses. The Atrium Homes Property and the Community Facilities shall be restricted to the following uses:
- 2.3.1 The Atrium Homes Property, now and forever, shall be restricted hereby such that it shall be maintained as open space and improvements (which may include a swimming pool and other recreational facilities) for the recreation, use, and benefit of the Unit Owners, including easements and rights of way for the construction, operation, and maintenance of utility services, both public and private, and drainage facilities, and also for common uses, ingress and egress, and shall not be used for any commercial or industrial use except as herein described.
- 2.3.2 The Community Facilities shall be restricted hereby so that it shall be used in the manner set forth in the Master Declaration for the benefit of all of the members of the Property Owners Association.

3. MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS ASSOCIATION.

- 3.1 Membership. Every person or entity who is a record fee simple owner of a Unit, including the Developer at all times as long as it owns any portion of the ATRIUM HOMES AREA, shall be a member of the Homeowners Association, provided that any such person or entity who holds such interest only as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit.
- 3.2 Classes and Voting. The Homeowners Association shall have such classes of membership as are set forth in the Articles of Incorporation of the Homeowners Association, which Articles shall also specify voting rights.

4. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the Atrium Homes Property, the Units, and restrictions upon alteration and improvement, shall be as follows:

4.1 AS TO UNITS.

- 4.1.1 By the Homeowners Association. The Homeowners Association shall maintain, repair and replace at the Homeowners Association's expense:
- (a) All portions of exterior walls, the roof, the exterior of the garage and all ground around the Unit, excluding the Atrium(s) which may be a part of any Unit(s), and further excluding any swimming pool which a Unit Owner may have constructed upon his Lot.
- (b) All incident damage to a Unit caused by the aforementioned work or other work performed by the Homeowners Association.

4.1.2 By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

- (a) To maintain, repair and replace at his expense, all portions of his Unit including any Atrium or swimming pool upon his Lot except the portions to be maintained, repaired, and replaced by the Homeowners Association, which shall be done without disturbing the rights of other Unit Owners. The Unit Owner shall maintain, repair and replace his air conditioning unit, all windows, screens, doors and sliding doors and all parts thereof.
- (b) Not to do any of the following without prior written consent of the Developer while the Developer still owns and holds any Units for sale and, thereafter, without prior written consent of the Board of Directors;
 - (1) paint or otherwise decorate or change the appearance of any portions of the exterior of the Unit, including garage;
 - (2) install or attach any radio or television antenna to or on any part of the Unit;
 - (3) alter or enclose any patio or Atrium, or place any item, other than lawn furniture as permitted herein, upon same.
 - (4) attach or install any shutters, awnings, jalousies, sun screens or other additions or fixtures of any kind to or upon any patio or Atrium or on or over any windows without the prior written consent of the Board of Directors.
 - (5) have constructed upon any Lot a swimming pool.
- (c) In the event of any improper or unauthorized additions or alterations, the Developer (while there are Units held by the Developer for sale) or the Homeowners Association may enter the Unit and remove the same at the Unit Owner's expense. The Developer or the Homeowners Association shall have a lien upon such Unit for all costs of removal and for all court costs and attorney's fees incurred in the collection thereof. No such removal shall take place unless and until five (5) days written notice thereof shall have been given to the Unit Owner by demanding that the Unit Owner remove the improper or unauthorized addition or alteration within said five (5) day period. Notice shall be deemed to have been given upon mailing.

4.1.3 Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Homeowners Association shall make any alteration in the portions of a Unit that are to be maintained by the Homeowners Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easement without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Homeowners Association and the Homeowners Association's written approval of the plans shall be obtained prior to the start of work. This shall specifically apply to the construction of a swimming pool upon the Unit Owner's Lot.

4.1.4 Partition or Subdivision of a Unit, may not be performed.

4.2 AS TO THE ATRIUM HOMES PROPERTY.

- 4.2.1 By the Association. The maintenance and operation of the Atrium Homes Property shall be the responsibility of the Homeowners Association and the cost thereof shall be assessed against all Unit Owners, except as specifically provided elsewhere in this Declaration.
- 4.2.2 Alteration and Improvement. After the completion of the Units contemplated by this Declaration, there shall be no structural alteration or further material improvements of the Units without the prior written consent of the Developer while the Developer still owns and holds any Unit for sale, and thereafter by the Board of Directors of the Homeowners Association. Any such alteration or improvements shall not interfere with the rights of any Unit Owners without their written consent.
- 4.2.3 Exception. Notwithstanding the foregoing, a Unit Owner shall pay to the Homeowners Association the cost of repairing any part of the Atrium Homes Property and/or any part of the FOUNTAINS SOUTH ATRIUM HOMES AREA damaged during the course of and as a result of repair or maintenance to any portion of his Unit. The Homeowners Association shall assess the Unit Owner for all such amounts and the Homeowners Association shall have a lien on the Unit Owner's Unit and all personal property therein for such assessment plus interest, penalties and fees and expenses of collection, including attorneys' fees, to the same extent as the lien for assessments.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

- 5.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Unit within the FOUNTAINS SOUTH ATRIUM HOMES AREA, hereby covenants, and each Unit Owner by acceptance of a deed for the Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (such assessments to be established and collected as hereinafter provided), and (3) assessments levied by the Property Owners Association to be collected by the Homeowners Association, as provided for in the Master Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 5.2 Purpose of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the FOUNTAINS SOUTH ATRIUM HOMES AREA and for the improvement and maintenance of the Atrium Homes Property, the Units and of improvements situated within the FOUNTAINS SOUTH ATRIUMS HOMES AREA.
- 5.3 Developer's Assessment Guarantee. The Developer guarantees to initial purchasers of Units that the monthly assessments due from such purchasers as Unit Owners for items of expense of the Homeowners Association will not exceed the amount therefore reflected in the initial budget for the Homeowners Association which is provided to such purchasers by the Developer during the twelve (12) month period after the first conveyance of a Unit by the Developer and each year thereafter will not exceed 115% of the amount assessed to such purchasers during the prior year. This guarantee shall only be in force

BS134 P0143

until the earlier of (1) the date when a majority of the Board of Directors of the Association are elected by Unit Owners other than the Developer or (2) such earlier date as Developer elects to terminate this guarantee and pay its proportional share of assessments for expenses of the Homeowners Association based upon the number of Units owned by Developer. During the period of time this guarantee is in force and effect the Developer, as Owner of such Units as are owned by it, shall be relieved from the obligation of paying its pro rata share of assessments for expenses of the Homeowners Association, but instead shall be obligated to pay to, or for the benefit of, the Homeowners Association all sums in excess of sums due from all Unit Owners other than the Developer which are necessary to pay the actual expenses of the Homeowners Association. Developer's guarantee does not include major capital replacements or other unusual expenditures not ordinarily anticipated in normal maintenance operations. No expense called for or occasioned by an action or decision of the Board of Directors of the Homeowners Association subsequent to the relinquishing of control of the Board of Directors by the Developer that is inconsistent with expenses preceding such relinquishment shall be covered by or included in this guarantee.

- 5.4 Notice and Quorum for Any Action Authorized Under Sections 5.1, 5.5 or 5.7. Written notice of any Board of Directors meeting called for the purpose of taking any action authorized under Section 5.1, 5.5 or 5.7 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.
- 5.5 Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Homeowners Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Atrium Homes Property including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the entire membership of the Board of Directors at a meeting duly called for this purpose.
- 5.6 Rate of Assessment. Both annual and special assessments must be fixed at an equal rate for all Units, subject to the rights of the Developer as stated in Paragraph 5.3 of this Section 5.
- 5.7 Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence as to a Unit on the day of the conveyance of each such Unit to the purchaser thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association shall fix the amounts of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors such that the assessments may be collected on a monthly or quarterly basis in advance without notice. The Homeowners Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Homeowners Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Homeowners Association as to the status of the assessments on a Unit is binding upon the Homeowners Association as of the date of its issuance. The Homeowners Association may delegate to a mortgage company, financial institution, the Property Owners Association, or a management company the duty of collection of assessments.

5.8 Effect of Non-Payment of Assessment; Remedies of the Homeowners Association. Any assessment not paid within ten (10) days of the due date shall be increased by a late fee in the initial amount of twenty-five dollars (\$25.00) to be increased from time to time in the sole discretion of the Board of Directors and shall bear interest from the due date at the maximum rate of interest permitted by applicable law. The Homeowners Association may, at its election, bring an action at law against the Unit Owner personally obligated to pay the same and/or foreclosure of the lien against the subject Unit. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Atrium Homes Property or abandonment of his Unit.

Should any Unit Owner become thirty (30) days delinquent in the payment of the Homeowners Association Assessment the Homeowners Association shall give notice of said delinquency to the holder of any first mortgage upon the Unit Owner's Unit.

5.9 Subordination of the Lien to Mortgages. The lien of the assessments for which provision is herein made, as well as in any other section of this Declaration, shall be subordinate to the lien of any Mortgagee of Record (as defined in the Master Declaration) which is perfected by recording prior to a sale or transfer of such Unit by deed in lieu of foreclosure of such Unit or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage provided, however, any such Unit shall be liable, following the sale, for a pro rata share of any unpaid assessments against such Unit accruing prior to such sale, in common with all other Units. No sale or other transfer shall relieve any Unit from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

6. STAGE DEVELOPMENTS AND ANNEXATION OF PROPERTY. Additional property may be annexed to the FOUNTAINS SOUTH ATRIUM HOMES AREA with the affirmative vote of two-thirds (2/3) of the votes of the Homeowners Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Palm Beach County, Florida. However, no affirmative vote shall be necessary if the property to be annexed is within FOUNTAINS SOUTH.

7. USE RESTRICTIONS. Use of the FOUNTAINS SOUTH ATRIUM HOMES AREA shall be in accordance with the following provisions as well as those contained in the Master Declaration and all exhibits thereto so long as the Homeowners Association exists, and these restrictions shall be for the benefit of and enforceable by all Unit Owners and by the Homeowners Association.

7.1 Pets. No animals, livestock, or poultry of any kind shall be kept, raised, or bred within the confines of the FOUNTAINS SOUTH ATRIUM HOMES AREA. At no time shall a visitor or guest bring a pet or animal of any kind into the FOUNTAINS SOUTH ATRIUM HOMES AREA. However, a Unit Owner may maintain one dog or one cat or one caged bird as a household pet within his Unit provided the pet is not over twenty (20) pounds in weight, subject to the right of the Board of Directors to direct the Unit Owner to remove the pet from the Unit if the Board determines the pet to be a nuisance, including but not limited to excessive barking, crying, or other animal sounds, injury to the landscaping, or injury to any of the improvements in the Atrium Homes Property.

7.2 Nuisance. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners. The Unit Owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants approaching or upon any of the driveways or parking areas serving the FOUNTAINS SOUTH ATRIUM HOMES AREA.

BS134 P0145

- 7.3 Clotheslines. No clotheslines shall be placed on, and no clothes drying shall be undertaken or permitted within, the ATRIUM HOMES AREA, unless such clothesline or clothes drying is protected from view from any other Unit or from any street or walkway.
- 7.4 Barbeques. Barbeques may be located or permitted upon the back patio of a Unit and upon such portion of FOUNTAINS SOUTH ATRIUM HOMES AREA as are from time to time so designated by the Board of Directors of the Homeowners Association and shall be subject to rules and regulations as may be promulgated from time to time by the Board of Directors of the Homeowners Association.
- 7.5 Commercial and Recreational Vehicles. No truck, boat, trailer, motorcycle, camper, or van of any kind shall park or be parked at any time on the FOUNTAINS SOUTH ATRIUM HOMES AREA unless it is a commercial vehicle in the process of being loaded or unloaded; and provided further that no such vehicle not within the garage of a Unit shall be permitted to park or be parked overnight on the FOUNTAINS SOUTH ATRIUM HOMES AREA. Notwithstanding the prior provision to the contrary, the Board of Directors may, in their sole discretion, designate portions of the FOUNTAINS SOUTH ATRIUM HOMES AREA for the parking of oversized commercial or recreational vehicles, trailers, campers, vans, motorcycles or boats.
- 7.6 Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on a roadway or other part of the FOUNTAINS SOUTH ATRIUM HOMES AREA except in the garages of each Unit, and except in accordance with the rules and regulations promulgated from time to time by the Board of Directors of the Homeowners Association.
- 7.7 Antennas and Aerials. No radio or television aerial, satellite dish, or antenna shall be attached or hung from the exterior of any Unit or the roof thereon or placed anywhere within the Unit Owner's Lot where same may be visible from the Atrium Homes Property. The Developer may provide a master television system or master cable television system to which each Unit may be connected and no other television antennas shall be permitted.
- 7.8 Litter and Garbage Collection. No articles or personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or other materials or litter in any way. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any part of the FOUNTAINS SOUTH ATRIUM HOMES AREA except in closed containers, dumpsters, or other sanitary garbage collection facilities, and proper-sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board of Directors of the Homeowners Association. Garbage that is placed for pickup shall be located near the roadways contiguous to the Unit but shall only be left outside the night before scheduled pickup and shall be removed by sundown of the day of the scheduled pick up and further subject to such additional rules and regulations as the Board of Directors of the Homeowners Association may from time to time promulgate.
- 7.9 Personal Property. No articles of personal property of Unit Owners shall be placed on the exterior of any Unit or the FOUNTAINS SOUTH ATRIUM HOMES AREA unless such articles are being used by Owners in accordance with the terms and provisions of this Declaration and any rules and regulations promulgated from time to time by the Board of Directors of the Homeowners Association.

85134 P0146

- 7.10 Notices. No sign, advertisement, notice, lettering, or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of any Unit. No "For Sale" or "For Rent" or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Unit Owners. However, the Developer may display any sign which it deems, in its sole discretion, to be necessary.
- 7.11 Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees, or shrubbery shall be removed from the FOUNTAINS SOUTH ATRIUM HOMES AREA, no change in the elevation of FOUNTAINS SOUTH ATRIUM HOMES AREA shall be made, and no change in the condition of the soil or the level of the land of the FOUNTAINS SOUTH ATRIUM HOMES AREA shall be made which results in any permanent change in the flow and drainage of surface water, which the Board of Directors of the Homeowners Association in its sole discretion, considers detrimental. No Unit Owner may place any additional plants or trees outside of his Unit without the prior written consent of the Board of Directors of the Homeowners Association.
- 7.12 Mining. No drilling, mining, or quarrying operations or activities of any kind shall be undertaken or permitted to be undertaken on any part of the FOUNTAINS SOUTH ATRIUM HOMES AREA.
- 7.13 Increase in Insurance Rates. No Unit Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Units or the FOUNTAINS SOUTH ATRIUM HOMES AREA.
- 7.14 Awnings and Shutters. No awnings, canopies, or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any Unit without the prior written consent thereto by the Board of Directors of the Homeowners Association and the Architectural Control Committee of the Property Owners Association.
- 7.15 Utility Addition. No additional utility system, including without limitation water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes, wires, or fixtures, shall be added to service any Unit without the prior written consent thereto by the Board of Directors of the Homeowners Association.
- 7.16 Additions to Fountains South Atrium Homes Units; Fences. No Unit shall be enlarged by any addition thereto extending over any Unit or extended into the air space above the roof of a Unit or the planes thereof, including garages, porches, Florida rooms, or fences, without the prior written consent thereto from the Board of Directors of the Homeowners Association and the Architectural Control Committee of the Property Owners Association. Consent to such additions may be granted in the discretion of the Homeowners Association and the Architectural Control Committee, provided same are located within the Unit of the Unit Owner seeking such addition and provided same, does not damage or impair the aesthetic appearance of the FOUNTAINS SOUTH ATRIUM HOMES AREA.
- 7.17 Improvements. No Unit Owner shall make any improvements, additions, or alterations to, or remove any of the common structural elements from, the exteriors of any Unit or any part or parts thereof, including without limitation the painting, staining, or varnishing of the exteriors of the Units, without the prior written approval thereof by all of the Owners of all adjoining Units and of the Board of Directors of the Homeowners Association and of the Architectural Control Committee, which approval may be withheld in the sole and absolute discretion of each. Notwithstanding the foregoing, if all of the adjoining Unit Owners do not approve of the painting, staining, or varnishing, but approval of seventy-five percent (75%) of such

Owners (on the basis of one (1) vote per Unit) is obtained, then the Homeowners Association may determine, subject to approval of the Architectural Control Committee, whether or not the painting, staining, or varnishing should take place. In all cases where painting, staining, or varnishing of the exterior of the Units is to take place, it shall be the responsibility of the Homeowners Association, subject to approval of the Architectural Control Committee to authorize or appoint a contractor to perform such work.

7.18 Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Atrium Homes Property are damaged or destroyed by casualty or otherwise, the Owner thereof or the Homeowners Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

7.19 Reconstruction. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any Unit(s) or any building containing Units or other parts of the FOUNTAINS SOUTH ATRIUM HOMES AREA or any part of parts thereof, shall be substantially in accordance with the plans and specifications for such Unit, Atrium Homes Property, and Atrium Homes Areas as originally constructed or with new plans and specifications approved by the Board of Directors of the Homeowners Association, subject to the approval of the Architectural Control Committee.

7.20 Management Company Employees. No Unit Owner shall request or cause any employee of the Management Company (if any) to perform any private business of the Unit Owner.

7.21 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the FOUNTAINS SOUTH ATRIUM HOMES AREA or any property operated by the Homeowners Association; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

7.22 Guests. The Owners of Units shall be fully responsible for the activities and actions of their guests, invitees, tenants, or visitors and shall take all action necessary or required to insure that all such persons fully comply with the provisions of this Declaration and its exhibits, the Master Declaration and its exhibits, and all rules and regulations of the Homeowners Association and of the Property Owners Association.

7.23 Children. No children under the age of twelve (12) years shall be permitted to reside in any of the Units, except that children may be permitted to visit temporarily for periods not to exceed thirty (30) days in total in any calendar year subject to reasonable rules and regulations of the Homeowners Association limiting their use of the Atrium Homes Property.

8. ARCHITECTURAL CONTROL.

8.1 No building, fence, wall, swimming pool or other structure shall be commenced, erected, or maintained upon the FOUNTAINS SOUTH ATRIUM HOMES AREA nor shall any exterior addition or change or alteration therein, including a change of the Unit exterior paint color, be made nor shall any improvements be made within the individual Unit Owners property line until the plans and specifications showing the nature, kind, shape height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association and by the Architectural Control Committee described in the Master Declaration and the exhibits thereto.

- 8.2 In the event said Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval of the Board of Directors will not be required and this section will be deemed to have been fully complied with. Nothing contained herein shall relieve the Unit Owner from the responsibility of obtaining approval of the Architectural Control Committee and all governmental approvals and permits. This section shall not apply to any structures built by, on behalf of, and/or sold by Developer, its successors and assigns.
9. PROPERTY OWNERS ASSOCIATION EXPENSE. The Property Owners Association has been formed, among other reasons, to own, operate, administer, and maintain and repair the Community Facilities. Pursuant to the Master Declaration, the Homeowners Association shall levy and collect assessments for Property Owners Association expenses in order to meet the expenses of performing its obligations. The Property Owners Association has the right and power to assign to the Homeowners Association the obligation to collect assessments for the Property Owners Association. Each Unit Owner upon acquiring the fee title to a Unit shall become a member of the Property Owners Association and shall thereby be entitled to all benefits, subject to all obligations, of membership, including the obligation to pay Property Owners Association expenses, all as described in the Master Declaration and all exhibits thereto.
10. UTILITY SERVICE. Developer has and will dedicate certain portions of the FOUNTAINS SOUTH ATRIUM HOMES AREA, through which easements are now and may be hereinafter granted, for use by all utilities, public and private, for the construction and maintenance of their respective facilities servicing the lands and Units described in this Declaration. Developer hereby grants to such utilities, jointly and severally, easements for such purpose. Such easements may, but are not required to, be dedicated by recorded plat or other instrument. Additional easements may be granted by the Developer or by the Homeowners Association for utility and/or other purposes in accordance with the requirements of this Declaration.
11. GENERAL PROVISIONS.
- 11.1 Enforcement. The Homeowners Association, or any Unit Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provision of this Declaration. Failure by the Homeowners Association or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 11.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 11.3 Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the property subject hereto for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended by an instrument executed by the holders of two-thirds (2/3) of the voting interests of membership of the Homeowners Association. Notwithstanding the above, (a) any amendment affecting the maintenance provision hereof or the lien for such maintenance must be approved, if appropriate, by the County Attorney of Palm Beach County, Florida, and (b) the Developer, his successors, and/or assigns, shall have the right, until June 30, 1992, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to the requirements, if appropriate, of approval by the County

Attorney. Any amendment must be recorded, and the portion of any plat containing open space may not be vacated in whole or in part unless the entire plat is vacated.

11.4 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing by all members and the joinder of all First Mortgagees of Record. No amendment shall be made that is in conflict with the Declaration nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, any First Mortgagee of Record, or an affiliate of the Developer, unless the Developer and all First Mortgagees of Record shall join in the execution of the amendment.

11.5 Duty to Repair Units. In the event a Unit is damaged, through an act of God or other casualty, the Homeowners Association shall promptly cause the Unit to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Homeowners Association to perform or have performed such repair and rebuilding of the Unit to comply with this responsibility.

11.6 Title to Units. Each Unit Owner will own fee simple title to his Unit. Ownership of these Units shall be subject to the DECLARATION OF PARTY FACILITIES FOR FOUNTAINS SOUTH ATRIUM HOMES AREA to be filed in the Public Records of Palm Beach County, Florida.

11.7 Easement for Enforcement. The Homeowners Association is granted an easement over the FOUNTAINS SOUTH ATRIUM HOMES AREA, subject to this Declaration, by each Unit Owner for the purpose of enforcing the provisions of this Declaration, and may go upon the property and Unit of each Unit Owner to remove or repair any existing cause of a violation hereof. If the Unit Owner, after written notice by the Homeowners Association to the Unit Owner to cure the violation, fails to do so, the Homeowners Association shall have the right to cure such violation, and all costs incident thereto, including court costs and reasonable attorneys' fees, shall become the personal obligation of the Unit Owner and be a lien against his Unit in the same fashion as if said sums represented monies due for unpaid assessments. Should the Homeowners Association fail to do so, the Property Owners Association may do so in its behalf.

12. INSURANCE.

12.1 The insurance, other than title insurance, that shall be carried upon the FOUNTAINS SOUTH ATRIUM HOMES AREA property (both real and personal) of the Homeowners Association, and the property of the Unit Owners shall be governed by the following provisions:

12.2 GENERAL. All insurance policies upon the FOUNTAINS SOUTH ATRIUM HOMES AREA, the Units and the property of the Homeowners Association shall be purchased by the Board of Directors. The named insured shall be the Board of Directors as agent for the Unit Owners, as their interests may appear, (without naming them) and as agent for their mortgagees, as their interests may appear. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payment by the insurer for losses shall be made to the Board of Directors, and all policies and their endorsements shall be deposited with the Board of Directors. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal property liability and living expense.

12.3 COVERAGE.

- 12.3.1 Liability. The Board of Directors shall obtain public liability and property damage insurance (including but not limited to, hired automobile and non-owned automobile coverages) covering all of the FOUNTAINS SOUTH ATRIUM HOMES AREA and all property of the Homeowners Association and insuring the Homeowners Association and the Unit Owners and their mortgagees of record as its and their interests may appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be not less than One Million Dollars (\$1,000,000.00) for each accident or occurrence, Three Hundred Thousand Dollars (\$300,000.00) per person and Fifty Thousand Dollars (\$50,000.00) property damage. Where possible, cross liability endorsements will be obtained to cover liabilities of the Unit Owners as a group to a Unit Owner. The bailee liability, if any, of the Homeowners Association to the Unit Owners shall be insured.
- 12.3.2 Casualty Insurance. The Board of Directors shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Atrium Homes Property together with the Units, including property owned by the Homeowners Association, in and for interests of the Homeowners Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors and in an amount equal to the insurance replacement value of the property as determined no less frequently than annually by the Board of Directors. All such insurance shall be in such amounts that the insured will not be a coinsurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude land value, foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and all increases in values of Units occasioned by alterations, betterments and further improvements made by Unit Owners. All hazard policies issued to protect the Units shall provide that the word "building" wherever used in the policy shall not include, fixtures, installations or additions comprising that part of the Units within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds.
- 12.3.3 Workmen's Compensation. The Board of Directors shall obtain workmen's compensation insurance in order to meet the requirements of law.
- 12.3.4 Flood Insurance. The Board of Directors shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law or as may be required by the First Mortgagee of Record holding the largest dollar volume of mortgages on Units.
- 12.3.5 Other Insurance. The Board of Directors shall obtain such other insurance as it shall determine from time to time to be desirable, which may include officers and directors liability insurance.
- 12.4 INSURER'S WAIVERS. When appropriate and possible, the policies carried by the Homeowners Association shall waive the insurer's right to:

85134 P0151

- 12.4.1 Subrogation against the Homeowners Association and against the Unit Owners individually and as a group;
- 12.4.2 The pro rata 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
- 12.4.3 Avoid liability for a loss that is caused by an act of the Board of Directors of the Homeowners Association or by a member of the Board of Directors or by one or more Unit Owners, and their respective servants, agents and guests.
- 12.5 PREMIUMS. Premiums upon insurance policies purchased by the Homeowners Association shall be paid by the Homeowners Association as a regular expense.
- 12.6 BOARD OF DIRECTORS AS NAMED INSURED; SHARES OF PROCEEDS. All insurance policies purchased by the Homeowners Association shall be for the benefit of the Homeowners Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors. The Board of Directors shall not be liable for payment of premiums nor for the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Board of Directors shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this Declaration and, in the case of proceeds from insurance for casualty, property damage, theft or other peril, for the benefit of the Homeowners Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Board of Directors:
- 12.6.1 Personal Property Owned by Homeowners Association. Proceeds on account of damage to personal property owned by the Homeowners Association shall be held for the Homeowners Association.
- 12.6.2 Fountains South Atrium Homes Property. Proceeds on account of damage to Atrium Homes Property shall be held by the Homeowners Association for the benefit for all of the members thereof.
- 12.6.3 Units. Proceeds on account of damage to Units shall be held for the benefit of the owners of the damaged Units in proportion to the cost of repairing the damage suffered by each such Unit Owner as compared to the total proceeds, which cost shall be determined by the Board of Directors of the Homeowners Association.
- 12.6.4 Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have a right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 12.7 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

- 12.7.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost of such repair or reconstruction. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any such mortgagee.
- 12.7.2 Failure to Reconstruct or Repair. If it is determined by the affirmative vote of eighty (80%) percent of all Unit Owners that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and the mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any such mortgagee.
- 12.7.3 Repairs to Party Walls. The provisions concerning the terms and conditions controlling repairs to Party Walls are specified in the DECLARATION OF PARTY FACILITIES FOR FOUNTAINS SOUTH ATRIUM HOMES AREA.
13. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible, and therefore, to protect the value of the Units, the transfer of Units by any Unit Owner, other than Developer shall be subject to the following provisions, which provisions each Unit Owner covenants to observe:
- 13.1 Transfers Subject to Approval.
- 13.1.1 Sale. No Unit Owner may dispose of a Unit or any interest in a Unit by sale without written approval of the Homeowners Association.
- 13.1.2 Lease. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without written approval of the Homeowners Association. No Unit may be leased more than two (2) times in any particular calendar year and no lease may be for less than three (3) months' duration.
- 13.4.3 Gift. If any Unit Owner shall acquire title by gift, the continuance of ownership of the Unit shall be subject to the approval of the Homeowners Association.
- 13.1.4 Devise of Inheritance. If any Unit Owner shall acquire title by devise or inheritance, the continuance of ownership of the Unit shall be subject to the approval of the Homeowners Association.
- 13.2 Approval by Homeowners Association. The approval of the Homeowners Association required for the transfer of ownership of Units shall be obtained in the following manner:
- 13.2.1 Notice to Homeowners Association.
- (a) Sale. A Unit Owner intending to make a bona fide sale of his Unit, or any interest in it, shall give to the Homeowners Association written notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Homeowners Association may reasonably require.
- (b) Lease. Any Unit Owner intending to make a bona fide lease of his Unit or any interest in it shall give to the Homeowners Association written notice of such intention, together with the name and address

of the intended lessee, and such other information concerning the intended lessee as the Homeowners Association may reasonably require.

(c) Gift, Devise, or Inheritance; Other Transfers.

Any Unit Owner who has obtained his ownership by gift, devise, or inheritance, or by any other manner not previously considered hereinabove, shall give to the Homeowners Association, within thirty (30) days of acquiring title to or prior to taking possession of the Unit, whichever is earlier, notice in writing of the acquiring of his title, together with such information concerning the Unit Owner as the Homeowners Association may reasonably require and a certified copy of the instrument evidencing the Unit Owner's title.

(d) Failure to Give Notice. If the above required notice to the Homeowners Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Homeowners Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Homeowners Association disapproves the transaction or ownership, the Homeowners Association shall proceed as if it had received the required notice on the date of such disapproval.

(e) Application Form. The Homeowners Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchaser or lessee, or as it relates to the new Unit Owner in the case of a transfer by gift, devise, or inheritance as may reasonably be required by the Homeowners Association in order to enable the Homeowners Association to responsibly investigate the intended purchaser, lessee, or new Unit Owner within the time limits extended to the Homeowners Association for that purpose as hereinafter set forth, which application shall be completed and submitted to the Homeowners Association along with and as an integral part of the notice. Inasmuch as Units may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if a Unit Owner, purchaser, or lessee of a Unit is a corporation, the approval of ownership or of a lessee may be conditioned by requiring that all persons occupying the Unit be approved by the Homeowners Association. A reasonable fee set by the Board of Directors in the initial amount of Fifty and no/100 Dollars (\$50.00) and as changed by the Board in its discretion from time to time, may be charged to the transferee of a Unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books, and records and other matters associated with a transfer. The time limits for approval or disapproval by the Homeowners Association shall not commence until any such fee is paid.

13.2.2 Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Homeowners Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the seller within the aforesaid thirty (30) day period, and failure to do

85134 P0154

so shall constitute approval of a sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Homeowners Association, which shall be attached to the deed and be recorded in the Public Records of Palm Beach County, Florida, at the expense of the seller or buyer.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after such notice and information, the Homeowners Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in a certificate approved by the President or Vice President of the Homeowners Association in recordable form, which may be recorded in the Public Records of Palm Beach County, Florida, at the expense of the lessor or lessee.

(c) Gift, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his ownership by gift, devise, or inheritance or in any manner other than by sale then within thirty (30) days after receipt of written notice to such effect from the new Unit Owner, the Homeowners Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. Such approval or disapproval shall be in writing and transmitted to the Unit Owner within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Homeowners Association which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Unit Owner. The Homeowners Association may, but shall have no duty to, approve or disapprove of any such new Unit Owner until the Homeowners Association has received the written notice specified above.

13.2.3 Approval of Corporate or Fiduciary Owner or Purchaser. Inasmuch as the Unit may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership of a corporation shall be conditioned by requiring that the primary occupant of the Unit be also approved by the Homeowners Association. The approval of ownership by a trustee or other holder of legal title for the beneficial owner who is to be the primary occupant of a Unit shall also be conditioned upon approval of the new primary occupant by the Homeowners Association. Any change in the primary occupant of a Unit shall be conditioned upon approval of the new primary occupant by the Homeowners Association. Any change in the primary occupant of a Unit shall be considered a transfer of title to the Unit which shall be subject to the provisions of this section 13.

13.3 Disapproval by Homeowners Association. If the Homeowners Association shall disapprove a transfer of an interest in a Unit, the following provisions shall apply:

13.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner did not contain a demand that the Homeowners Association furnish a purchaser, no sale or transfer shall take place. If the notice of sale given by the Unit Owner did so demand, then within thirty (30) days after receipt of such notice

and information, the Homeowners Association shall deliver or mail to the Unit Owner an agreement to purchase the said Unit executed by a purchaser approved by the Board of Directors of the Homeowners Association (which purchaser may be the Homeowners Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

- (a) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the questions shall be resolved by having the price determined by two (2) appraisers appointed by a Civil Division Circuit Court judge of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida upon petition on either party. The appraisers shall base their determination upon the average of their appraisal of the Unit. The cost of the appraisers and related expenses shall be borne equally by the seller and the purchaser.
- (b) The purchase price shall be paid at the purchaser's option in cash or upon the same terms as contained in the disapproved contract of sale.
- (c) The sale shall be closed within forty-five (45) days after the delivery or mailing to purchaser of the agreement to purchase, or within thirty (30) days after determination of the sale price if such is by said appraisal procedure, or on the date specified in the disapproved contract of sale, whichever is later.
- (d) A certificate of the Homeowners Association executed by its President or Vice President approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
- (e) If the Homeowners Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Homeowners Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Homeowners Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

13.3.0 Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval, in writing, and the lease shall not be made.

13.3.3 Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner other than by sale, thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Homeowners Association may, if it so elects, deliver or mail to the Unit Owner an agreement to purchase the Unit concerned by the Homeowners Association or by a purchaser approved by the Board of Directors of the Homeowners Association who will purchase and to whom the Unit Owner must sell the Unit upon the following:

BB134 P0156

- (a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by two (2) appraisers appointed by a Civil Division Circuit Court judge of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, upon petition of either party. The appraisers shall base their determination upon the average of their appraisal of the Unit; and a judgment of specific performance of the sale upon the price rendered by the appraisers may be entered in any court of competent jurisdiction. The cost of the appraisers and related expenses shall be borne equally by the seller and purchaser.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within forty-five (45) days after delivery or mailing to purchaser of the Agreement to purchase, or within thirty (30) days after determination of the sale price if such is by said appraisal procedure, whichever is later.
- (d) A certificate of the Homeowners Association executed by its President or Vice President and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
- (e) If the Homeowners Association shall fail to provide a purchaser as required by this Declaration, or if a purchaser furnished by the Homeowners Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership by the then Unit Owner shall be deemed to have been approved, and the Homeowners Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Unit Owner.

13.4 Mortgage. No Unit Owner, other than the Developer, may mortgage his Unit or any interest therein without the approval of the Homeowners Association except to "an institutional lender," which term shall mean and include, life insurance companies, union pension funds, federal, national or state savings and loan associations and banks, agencies of the United States government, mortgage companies, real estate investment trusts and other generally recognized institutional lenders. The approval of any other mortgagee may be upon conditions determined by the Homeowners Association or may be arbitrarily withheld, except nothing shall prevent an approved Unit Owner who is selling his Unit from accepting a purchase money mortgage from an approved purchaser, to secure all or part of the deferred portion of the selling price.

13.5 Exception.

- 13.5.1 The foregoing provisions of this section 13 shall not apply to a transfer to or purchase by a First Mortgagee of Record that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a First Mortgagee of Record that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

BS134 P0157

13.5.2 The foregoing provisions of this Section 13 shall not apply in the following instances while Developer holds any Units for sale:

- (a) The sale, lease, sublease, or mortgage of any Unit to Developer, or the sale, lease, sublease, or mortgage of any Unit by Developer.
- (b) Any lease or sublease by the Owner of a Unit to a party approved by Developer or made through the agency of the Developer.

13.6 Unauthorized Transaction. Any sale, mortgage, or lease not authorized pursuant to the terms of this Declaration shall be void.

13.7 Notice of Lien or Suit.

13.7.1 Notice of Lien. A Unit Owner shall give notice to the Homeowners Association of every lien upon his Unit other than for permitted mortgages, taxes, and special assessments within five (5) days after the Unit Owner receives knowledge thereof.

13.7.2 Notice of Suit. A Unit Owner shall give notice to the Homeowners Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

13.7.3 Failure to Comply. Failure to comply with this section 13 will not affect the validity of any judicial sale.

14. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, all exhibits hereto, the Articles of Incorporation and By-Laws of the Homeowners Association and the rules and regulations adopted pursuant to these documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Developer, the Homeowners Association, and/or other Unit Owners to the following relief:

14.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees.

14.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Homeowners Association, any exhibit to this Declaration, or any rules or regulations adopted pursuant to any of the foregoing, and all other such documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court including costs and fees on appeal or certiorari.

14.3 No Waiver of Rights. The failure of the Developer, the Homeowners Association, or any Unit Owner to enforce any covenant, restriction, this Declaration, the Articles of Incorporation and the By-Laws of the Homeowners Association or the rules and regulations promulgated by the Homeowners Association, shall not constitute a waiver of the right to do so thereafter.

85134 P0158

15. SUCCESSORS IN INTEREST. All of the rights of the Developer herein contained shall accrue to the benefit of and be enforceable by any successor in interest of the Developer or by any First Mortgagee of Record acquiring title to any of the Developer's property by foreclosing its mortgage or by a deed in lieu of foreclosure (as to the portion of FOUNTAINS SOUTH owned by any such successor in interest or First Mortgagee of Record). Notwithstanding anything contained herein or elsewhere, the duties and obligations of the Developer as set forth herein (including, without limitation, the Developer's assessment guarantee, as set forth in Paragraph 6.3 herein and the obligations of the Developer to complete or provide any portion of the Community Facilities) are the personal duties and obligations of the Developer, and shall not run with FOUNTAINS SOUTH, the land or any Units, and shall not be binding upon any other person or entity who acquires title to FOUNTAINS SOUTH, or portion thereof, by foreclosure, deed in lieu of foreclosure, purchase or otherwise.

6th IN WITNESS WHEREOF, the Developer has executed this Declaration this day of January, 1987.

WITNESSES:

THE FOUNTAINS OF PALM BEACH,
a Florida general partnership

(CORPORATE SEAL)

Sandra L. Ott

Marion E. White

By: Stephen M. Platt

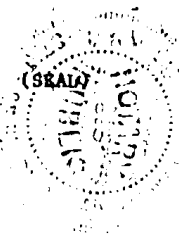
Stephen M. Platt
as Vice President of Goldlist
Construction Incorporated, a
Florida corporation

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Stephen M. Platt to me known to be the individual described in and who executed the foregoing instrument as Vice-President of Goldlist Construction Corporation Incorporated, a Florida corporation, acknowledged to and before me that he executed such instrument as Vice-President of said Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 6th day of January, 1987.



Clara M. Moore
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES 12/31/87
RECORD THIS GENERAL JOURNAL, U.S.D.

85134 P0159

(CNS403.t,12,7)

CONSENT OF MORTGAGEE

CANADIAN IMPERIAL BANK OF COMMERCE, Atlanta Agency, duly qualified to transact business in the State of Florida, being the owner and holder of a mortgage made by CITY NATIONAL BANK OF MIAMI, a national banking association, as Trustee, and GOLDLIST CONSTRUCTION, INCORPORATED, a Florida corporation, and TRIZEC WESTERN, INC., a Delaware corporation, in favor of Citicorp Real Estate, Inc., a Delaware corporation, and recorded in Official Record Book 3209, at Page 1172, of the Public Records of Palm Beach County, Florida, by virtue of that certain Assignment of Notes and Mortgage recorded in Official Record Book 4753, at Page 1575, of the Public Records of Palm Beach County, Florida, is the owner and holder of a certain Mortgage and Security Agreement dated November 28, 1979, which mortgage, as the same may have heretofore been modified, amended and/or supplemented (the "Mortgage") encumbers the real property and improvements identified in the foregoing Declaration of Covenants and Restrictions for FOUNTAINS SOUTH ATRIUM HOMES ("ATRIUM HOMES DECLARATION"), does hereby consent to the recordation of the ATRIUM HOMES DECLARATION amongst the Public Records of Palm Beach County, Florida. The within Consent shall not in any manner affect the terms or conditions, or the lien, operation, effect, validity or priority, of the Mortgage.

IN WITNESS WHEREOF, CANADIAN IMPERIAL BANK OF COMMERCE, Atlanta Agency, by its undersigned officer has executed this Consent of Mortgagee this 19th day of December, 1986.

Signed, sealed and delivered in the presence of:

Kelly A. Chambers
Robin Williams

BY:

CANADIAN IMPERIAL BANK OF COMMERCE

[Signature]

MANAGER

(CORPORATE SEAL)

STATE OF GEORGIA)
COUNTY OF COB)

19th day of DECEMBER, 1986, by JS SPICUSA, as a Manager of CANADIAN IMPERIAL BANK OF COMMERCE, Atlanta Agency, for and on behalf of said institution.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

Notary Public, Georgia, State At Large
My Commission Expires April 9, 1989

This instrument prepared by and should be returned to:
ROBERT M. SCHWARTZ, Esquire
DeSANTIS, COOK & GASKILL, P.A.
11891 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408

85134 P0160

EXHIBIT "1"

LEGAL DESCRIPTION

FOUNTAINS SOUTH
ATRIUM HOMES AREA

All of the Plat of FOUNTAINS SOUTH TRACT B-3-2, Replat of a portion of Block 31 of Palm Beach Farms Co. Plat No. 3 (P.B.2, PG. 45-54, P.B.C.R.) Section 34, Township 44 South, Range 42 East Palm Beach County, Florida, recorded in Plat Book 54 at Pages 93 and 94 of the Public Records of Palm Beach County, Florida.

85134 P0161

EXHIBIT "2"
LEGAL DESCRIPTION
FOR ALL OF FOUNTAINS SOUTH

NOT A CERTIFIED COPY

85134 P0162

EXHIBIT "2"

DESCRIPTION OF FOUNTAINS SOUTH (LESS 4 GOLF TRACTS)

Tracts 1 through 39 and 41 through 59, inclusive in Block 31, Palm Beach Farms Company, Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54, of the Public Records of Palm Beach County, Florida, lying and being North of Lantana Road, as modified with respect to Tracts 52 through 59 in Block 31, by Plat 13, recorded in Plat Book 6, Pages 98 through 99 of said Public Records;

Less the following:

(1)

These portions of Tracts 1, 18, 19, 35, 36, 51 and 52 lying within 40 feet of the North-South Quarter Section line of Section 34 as granted for the right-of-way at Jog Road;

(2)

Those portions of Tracts 52 through 59 granted as right-of-way for Lantana Road; and

(3)

The North 120 feet of Tracts 1 through 9, all in said Block 31;

(4)

Fountains South Golf Tract (G.T.) No. 1

Commencing at the southerly quarter corner of Section 34, Township 44 South, Range 42 East, thence North 02°36'08" East along the easterly line of the southwest quarter of said Section 34, 2310.00 feet to the centerline intersection of a proposed 108.0 foot right-of-way; thence North 87°23'52" West along said centerline, 152.23 feet to a point of curvature; thence westerly continuing along said centerline and the arc of a curve concave to the north having a radius of 700.00 feet and a central angle of 17°23'20", an arc distance of 212.44 feet to a point of reverse curvature; thence northwesterly continuing along said centerline and along the arc of a curve concave to the southwest having a radius of 700.0 feet and a central angle of 5°59'28", an arc distance of 73.20 feet to a point of tangency; thence North 76°00'00" West, continuing along said centerline 140.00 feet to the proposed intersection of an 80.0 foot right-of-way; thence North 14° East along said proposed centerline 54.00 feet; thence South 76° East along a line 54.0 feet northerly of and parallel with the proposed centerline of the aforescribed 108.0 foot right-of-way, 140.0 feet to a point of curvature; thence easterly, continuing along said line and along the arc of a curve concave to the south having a radius of 754.00 feet and a central angle of 5°59'28", an arc length of 78.84 feet to a point of reverse curvature; thence easterly, continuing along said line and along the arc of a curve concave to the north having a radius of 646.00 feet, a central angle of 02°40'28", an arc length of 30.15 feet to the POINT OF BEGINNING:

thence North 4° East, 727.07 feet;
thence North 20° East, 300.00 feet;
thence North 60° West, 135.00 feet;
thence North, 570.00 feet;
thence North 38° East, 210.00 feet;
thence North 16° East, 100.00 feet;
thence North 69° West, 140.00 feet;
thence North, 100.00 feet;
thence North 31° East, 60.00 feet;
thence North 28° West, 85.00 feet;
thence West, 40.00 feet;
thence South 12° West, 96.27 feet;
thence South 26° West, 145.00 feet;
thence South 82° West, 145.00 feet;
thence North 65° West, 210.00 feet;
thence North 74° West, 305.00 feet;

thence West, 176.94 feet to a point lying on the easterly line of a proposed 80.00 foot right-of-way and the arc of a curve whose radial line bears North 65°43'31" East from this point; thence northerly along said curve concave to the east, having a radius of 310.00 feet and a central angle of 18°47'51", an arc length of 101.70 feet to a point whose radial line bears North 84°31'22" East from this point, said point also lying on a line 120.00 feet south of and parallel with the north line of Block 31, Palm Beach Farms Co. Plat No. 3, Plat Book 2, Pages 47 through 54, Public Records of Palm Beach County, Florida; thence East, along said line, 1277.04 feet to a line 40.0 feet westerly of and parallel with the east line of the southwest quarter of said Section 34; thence South 02°36'08" West, along said line 2219.99 feet to the northerly line of a proposed 108.0 foot right-of-way; thence South 47°36'08" West along said line 35.36 feet; thence North 87°23'52" West continuing along said line, 87.23 feet to a point of curvature; thence westerly, continuing along said line and along the arc of a curve concave to the north having a radius of 646.00 feet and a central angle of 14°42'52", an arc length of 165.90 feet to the POINT OF BEGINNING.

(5)

Fountains South Golf Tract (G.T.) No. 2

Commencing at the southerly quarter corner of Section 34, Township 44 South, Range 42 East, thence North 02°36'08" East along the easterly line of the Southwest quarter of said Section 34, 2,310.00 feet to the centerline intersection of a proposed 108.0 foot right-of-way; thence North 87°23'52" West along said centerline, 152.23 feet to a point of curvature; thence westerly continuing along said centerline and the arc of a curve concave to the north having a radius of 700.00 feet and a central angle of 17°23'20", an arc distance of 212.44 feet to a point of reverse curvature; thence northwesterly continuing along said centerline and along the arc of a curve concave to the southwest having a radius of 700.0 feet and a central angle of 05°59'28", an arc distance of 73.20 feet to a point of tangency; thence North 76° West, continuing along said centerline 140.00 feet to the proposed intersection of an 80.0 foot right-of-way; thence North 14° East along the centerline of said proposed right-of-way, 54.0 feet; thence North 76° West, parallel with the centerline of the aforementioned 108.0 foot right-of-way, 65.0 feet to the POINT OF BEGINNING; thence continuing North 76° West along said line 235.00 feet to a point of curvature; thence southwesterly along said line and along the arc of a curve concave to the south having a radius of 800.0 feet and a central angle of 14°07'35" an arc distance of 197.24 feet to a point of non-tangency whose radial line bears South 0°07'35" East from this point;

thence North 76° West, 866.78 feet;
 thence North 16°35'04" West, 139.35 feet;
 thence North 26° East, 140.00 feet;
 thence East, 130.00 feet;
 thence North 41° East, 75.0 feet;
 thence North 23° West, 105.00 feet;
 thence North 15° East, 160.00 feet;
 thence North 42° East, 265.00 feet;
 thence North 22° East, 100.00 feet;
 thence North 10° East, 335.00 feet;
 thence North 84° East, 180.00 feet;
 thence North 40.00 feet;
 thence South 88°06'56" West, 134.19 feet;
 thence North 82° West, 100.00 feet;
 thence North 56° West, 90.00 feet;
 thence South 44° West, 155.00 feet;
 thence South 71° West, 610.00 feet;
 thence South 30° East, 85.00 feet;
 thence South 63° West, 185.00 feet;
 thence North 27° West, 80.95 feet;
 thence North 42° East, 342.58 feet;
 thence North 53° East, 400.00 feet;
 thence North 78° East, 175.00 feet;
 thence South 85° East, 350.00 feet;

thence South 36° East, 200.00 feet to a point designated "Point A" for description purposes; thence North 72° East, 110.00 feet; thence North 06° West, 150.00 feet; thence North 54° East along a non-radial line, 103.64 feet to the southwesterly line of a proposed 80.0 foot right-of-way whose radial line bears North 17°08'53" East from this point; thence easterly along said proposed line and along the arc of a curve concave to the north having a radius of 390.00 feet and a central angle of 07°08'53", an arc length of 48.66 feet to a point of tangency; thence South 80° East continuing along said line 50.00 feet to a point of curvature; thence southeasterly continuing along said line and the arc of a curve concave to the south having a radius of 660.00 feet and a central angle of 12°20'10", an arc length of 142.10 feet to a point whose radial line bears South 22°20'10" West from this point; thence South 23°41'03" East, 264.75 feet; thence South 765.00 feet; thence South 12°03'35" East, 235.49 feet to a point designated "Point B" for description purposes; thence continuing South 12°03'35" East, 358.59 feet to the westerly line of a proposed 80.0 foot right-of-way; thence South 14° West along said line 121.00 feet; thence South 59° West continuing along said line, 35.36 feet to the POINT OF BEGINNING.

LESS from Fountains South Golf Tract (G.T.) No. 2 the following described Water Management Tract No. 2:

BEGINNING at the aforescribed "Point A", thence North 72° East, 285.00 feet;
 thence North, 50.00 feet;
 thence North 35° East, 45.00 feet;
 thence North 69° East, 50.00 feet;
 thence South 21° East, 30.00 feet;
 thence South 22°0'35" West, 117.48 feet;
 thence South 32° West, 50.00 feet;
 thence South, 210.00 feet;
 thence West, 60.00 feet;
 thence North, 180.00 feet;
 thence South 84° West, 225.00 feet;
 thence North, 40.00 feet to the POINT OF BEGINNING.

ALSO LESS from Fountains South Golf Tract (G.T.) No. 2 the following described Water Management Tract No. 4:

COMMENCING at the aforescribed "Point B", thence South 77°56'25" West, 274.33 feet to the POINT OF BEGINNING:
 thence South 23° West, 75.00 feet;
 thence South 81°06'22" West, 89.33 feet;
 thence North 31° West, 140.00 feet;
 thence North 57° West, 185.00 feet;
 thence South 46° West, 365.00 feet;
 thence North 17° East, 170.00 feet;
 thence North 48° East, 255.00 feet;
 thence South 54° East, 165.00 feet;
 thence South 76° East, 190.00 feet;
 thence South 34° East, 90.00 feet;
 to the POINT OF BEGINNING.

(6)

Fountains South Golf Tract (G.T.) No. 3

Commencing at the southerly quarter corner of Section 34, Township 44 South, Range 42 East; thence North 02°36'08" East along the easterly line of the southwest quarter of said Section 34, 2310.00 feet to the centerline intersection of a proposed 108.0 foot right-of-way; thence North 87°23'52" West along said centerline, 152.23 feet to a point of curvature; thence westerly continuing along said centerline and the arc of a curve concave to the north having a radius of 700.00 feet and a central angle of 17°23'20", an arc distance of 212.44 feet to a point of reverse curvature; thence northwesterly continuing along said centerline and along the arc of a curve concave to the southwest having a radius of 700 feet and a central angle of 5°59'28", an arc distance of 73.20 to a point of tangency; thence North 76°00'00" West,

continuing along said centerline 140.00 feet to the proposed
 centerline intersection of an 80.00 foot right-of-way; thence
 South 14° West along said centerline, 54.0 feet; thence North
 76° West, 65.0 feet to the POINT OF BEGINNING; thence South 31°
 East along the proposed southerly line of a 108.0 foot right-of-
 way, 35.36 feet to the westerly line of a proposed 80.0 foot right-
 of-way; thence South 14° West along said line 166.06 feet to a
 point of curvature; thence southerly along said line and along
 the arc of a curve concave to the east having a radius of 1440.0
 feet and a central angle of 25°, an arc distance of 628.32 feet to
 a point whose radial line bears North 79° East from this point;
 thence South 54°11'01" West, 180.25 feet;
 thence South 19° West, 190.00 feet;
 thence South 46° East, 175.00 feet;
 thence South 14° East, 150.00 feet;
 thence South 10° West, 420.00 feet to a point lying on the north-
 westerly line of a proposed 80.0 foot right-of-way, whose radial
 line bears South 30° East from this point; thence southerly along
 said right-of-way line and along the arc of a curve concave to the
 southeast having a radius of 440.0 feet, and a central angle of 22°,
 an arc length of 168.95 feet; thence North 52° West along a radial
 line 128.94 feet;
 thence North 18° West, 479.51 feet;
 thence East 50.00 feet;
 thence North 16°53'39" West, 80.97 feet;
 thence North 50° West, 55.00 feet;
 thence West, 145.00 feet;
 thence North 66° West, 180.00 feet;
 thence South 65° West, 100.00 feet;
 thence North 60° West, 55.00 feet;
 thence South 55° West, 40.00 feet to a point of curvature whose
 radial line bears South 55° West from this point; thence westerly
 along the arc of a curve concave to the north having a radius of
 115.00 feet and a central angle of 196°, an arc length of 393.40
 feet; thence South 71° West, along a radial line, 20.00 feet;
 thence South 12°36'24" East, 140.78 feet;
 thence South 24° East, 175.00 feet;
 thence South 13° East, 190.00 feet;
 thence South 41° West, 235.00 feet;
 thence South 67° East, 155.00 feet;
 thence South 30° East, 135.00 feet;
 thence North 73° East, 486.84 feet;
 thence South 75° East, 225.57 feet to the westerly line of a proposed
 80.0 foot right-of-way; thence South 12° West, along said line 184.59
 feet; thence South 52°18'24" West continuing along said line, 32.35
 feet to a line 60.0 feet north of and parallel with the south line of
 said Section 34, said parallel line also being the existing northerly
 right-of-way line of Lantana Road (S.R. 812); thence North 87°23'13"
 West along said line, 1315.73 feet to a point to be designated "Point
 C" for description purposes; thence North 87°23'13" West continuing
 along said line 410.16 feet to a point of deflection; thence North
 87°31'54" West continuing along said line, 173.92 feet to the inter-
 section of the platted westerly line of Block 31, Palm Beach Farms
 Company Plat No. 3, Plat Book 2, Pages 45 through 54; thence North
 along said westerly line, 855.03 feet to a point to be designated
 as "Point E" for description purposes; thence North continuing
 along said westerly line 1664.53 feet to a point to be designated
 as "Point F" for description purposes; thence North continuing
 along said westerly line 1896.08 feet to the intersection of the
 southerly line of Lake Worth Drainage District (L.W.D.D.) Canal
 L-14, said line lying 120.00 feet southerly of and parallel with
 the northerly line of said Block 31; thence East along said southerly
 line, 332.23 feet;
 thence South 07° East, 327.23 feet;
 thence South 27° East, 225.00 feet;
 thence South 06° West, 128.00 feet;
 thence West, 185.00 feet;
 thence South 17° East, 145.00 feet;
 thence South 07° West, 265.00 feet;
 thence South 48° West, 190.00 feet;
 thence South 09° West, 205.00 feet;
 thence East, 50.00 feet;

85134 P0166

thence North 11° East, 165.00 feet;
 thence North 66° East, 115.00 feet;
 thence South 70° East, 75.00 feet;
 thence South 34° East, 230.00 feet;
 thence South, 260.00 feet;
 thence South 15° West, 150.00 feet;
 thence South 38° West, 265.00 feet;
 thence North, 30.00 feet;
 thence West, 25.00 feet;
 thence South, 79.07 feet;
 thence South 17° West, 208.83 feet;
 thence South 14° West, 120.00 feet;
 thence South 40° West, 140.00 feet;
 thence South 17° West, 90.00 feet;
 thence South, 235.00 feet;
 thence South 21° East, 75.00 feet;
 thence East, 30.00 feet;
 thence North 05° West, 250.00 feet;
 thence North 25° East, 108.47 feet;
 thence East, 101.02 feet;
 thence South 37° East, 150.00 feet;
 thence East, 105.00 feet;
 thence North 37° East, 115.00 feet to a point to be designated
 "Point C" for description purposes;
 thence West, 75.00 feet;
 thence North 56° West, 185.00 feet;
 thence North 17° West, 75.58 feet;
 thence North 67° East, 194.51 feet;
 thence East, 100.00 feet;
 thence South 78° East, 849.18 feet to the westerly line of a
 proposed 60.0 foot right-of-way; thence southerly along said
 line and along the arc of a curve concave to the southwest
 having a radius of 1470.00 feet and a central angle of 03°04'50"
 an arc length of 79.04 feet to a point whose radial line bears
 South 73°33'51" West from this point; thence West along a non-
 radial line, 498.59 feet;
 thence South, 45.00 feet; thence East, 41.89 feet;
 thence South 06° East, 652.68 feet;
 thence East, 60.00 feet;
 thence South 27° East, 160.00 feet;
 thence North 68° East, 410.00 feet;
 thence North 17° East, 700.00 feet;
 thence East, 82.75 feet;
 thence South 13° East, 74.25 feet;
 thence South 74° East, 140.00 feet;
 thence South, 290.00 feet;
 thence East, 82.73 feet;
 thence North 25° East, 259.15 feet;
 thence North 74° West, 40.00 feet;
 thence North 16° East, 525.00 feet;
 thence South 76° East, 75.00 feet; to the POINT OF BEGINNING.

LESS from Fountains South Golf Tract (G.T.) No. 3 the following
 described Water Management Tract No. 11:

Commencing at the aforescribed "Point C", thence North
 02°36'47" East, 120.23 feet to the POINT OF BEGINNING:
 thence North 84°49'46" West, 123.80 feet;
 thence North 48° West, 460.00 feet;
 thence North 12° West, 210.00 feet;
 thence North 03° East, 195.00 feet;
 thence East, 75.00 feet;
 thence South 11° West, 230.00 feet;
 thence South 39° East, 240.00 feet;
 thence South 69° East, 455.00 to a point to be designated "Point
 D" for description purposes; thence South 37° West, 180.00 feet to
 the POINT OF BEGINNING.

LESS from Fountains South Golf Tract (G.T.) No. 3 the following
 described Water Management Tract No. 12:

Commencing at the aforescribed "Point D"; thence North 37° East, 40.0 feet to the POINT OF BEGINNING;
thence North 40° West, 240.00 feet;
thence North 49° West, 185.00 feet;
thence North 34°23'18" East, 43.81 feet;
thence South 64° East, 195.00 feet;
thence South 40° East, 235.00 feet;
thence South 37° West, 95.00 feet to the POINT OF BEGINNING.

LESS from Fountains South Golf Tract (G.T.) No. 3 the following described Water Management Tract No. 10:

Commencing at the aforescribed "Point E", thence East, 74.24 feet to the POINT OF BEGINNING;
thence North 21° West, 150.00 feet;
thence North 04° East, 280.00 feet;
thence North 33° East, 75.00 feet;
thence North 03° East, 180.00 feet;
thence East, 34.18 feet;
thence South 05° East, 170.00 feet;
thence South 49°09'26" East, 90.00 feet;
thence East, 100.00 feet;
thence South 35° West, 100.00 feet;
thence South 05° West, 115.00 feet;
thence North 66° West, 85.00 feet;
thence West 55.00 feet;
thence South 25° West, 130.00 feet;
thence South 25° East, 170.00 feet;
thence West 50.00 feet to the POINT OF BEGINNING.

LESS from Fountains South Golf Tract (G.T.) No. 3 the following described Water Management Tract No. 8:

Commencing at the aforescribed "Point G", thence East, 30.0 feet to the POINT OF BEGINNING;
thence continuing East, 315.00 feet;
thence South, 45.00 feet;
thence South 84° West, 220.00 feet;
thence South 03° East, 200.00 feet;
thence South 34° West, 310.00 feet;
thence North 52°03'47" West, 153.05 feet;
thence North 09° West, 195.00 feet;
thence North 68° East, 235.00 feet;
thence North, 150.00 feet to the POINT OF BEGINNING.

LESS from Fountains South Golf Tract (G.T.) No. 3 the following described Water Management Tract No. 6:

Commencing at the aforescribed "Point F", thence East, 65.98 feet to the POINT OF BEGINNING;
thence North 03° East, 325.00 feet;
thence North 09° East, 160.00 feet;
thence East 80.83 feet;
thence South 06° East, 398.84 feet;
thence South 38° East, 90.00 feet;
thence South 10° East, 60.00 feet;
thence North 79°10'04" West, 234.57 feet to the POINT OF BEGINNING.

(7)

Fountains South Golf Tract (G.T.) No. 4

Commencing at the southerly quarter corner of Section 34, Township 44 South, Range 42 East, thence North 02°36'08" East along the easterly line of the southwest quarter of said Section 34, 2,310.00 feet to the centerline intersection of a proposed 108.0 feet right-of-way; thence North 87°23'52" West along said centerline, 152.23 feet to a point of curvature; thence westerly continuing along said centerline and the arc of a curve concave to the north having a radius 700.00 feet and a central angle of 17°23'20", an arc distance of 212.44 feet to a point of reverse curvature; thence northwesterly continuing along said centerline & along the arc of a curve concave to the south-west having a radius of 700.00 feet and a central angle of 5°59'28", an

arc distance of 73.20 feet to a point of tangency; thence North 76°00'00" West, continuing along said centerline 140.00 feet to the proposed intersection of an 80.0 foot right-of-way; thence South 14° West along said proposed centerline 54.0 feet; thence South 76° East, parallel with the aforescribed 108 foot centerline, 65.0 feet to the POINT OF BEGINNING; thence South 76° East continuing along said line, 75.00 feet to a point of curvature; thence easterly continuing along said line and along the arc of a curve concave to the south having a radius of 646.00 feet and a central angle of 5°59'28" an arc length of 67.55 feet to a point of reverse curvature; thence easterly continuing along said line and along the arc of a curve concave to the north having a radius of 754.00 feet and a central angle of 07°01'55" an arc distance of 92.54 feet to a point whose radial line bears North 12°57'33" East from this point, thence South 25° East, 426.87 feet; thence South 87°23'52" East, 50.0 feet to a line 40.0 feet westerly of and parallel with the easterly line of the southwest quarter of said Section 34, thence South 02°36'08" West along said line, 1804.99 feet; thence South 47°36'28" West continuing along said line 35.36 feet to a line 60.0 feet north of and parallel with the South line of said Section 34, said South line also being the existing centerline of Lantana Road (S.R. 812); thence North 87°23'13" West along said line 775.05 feet; thence North 37°41'37" West along the easterly line of a proposed 80.0 foot right-of-way, 38.13 feet; thence North 12° East along said line, 73.10 feet; thence North 82° East, 690.00 feet; thence North 13° West, 325.00 feet; thence North 18°38'54" West, 348.03 feet to the intersection of the easterly line of a proposed 80.0 foot right-of-way whose radial line bears North 82° West from this point; thence northerly along said line and along the arc of a curve concave to the west having a radius of 540.00 feet and a central angle of 30°, an arc distance of 282.74 feet to a point of tangency; thence North 22° West continuing along said line, 113.79 feet to a point of curvature; thence northerly along said line and along the arc of a curve concave to the east having a radius of 1,360.00 feet and a central angle of 2°15', an arc distance of 53.41 feet to a point whose radial line bears North 70°15'00" East from this point; thence North 77°37'14" East along a non-radial line 302.68 feet; thence North 16° West, 600.00 feet; thence North 32° West, 278.54 feet to the easterly line of a proposed 80.0 foot right-of-way; thence North 14° East along said line 74.04 feet; thence North 59° East continuing along said line 35.36 feet to the POINT OF BEGINNING.

Subject to:

(1)

A 6.0 foot Florida Power & Light Company easement across Tracts 1 through 9 as recorded in Official Records Book 2386, Page 644;

(2)

A 20.00 foot utility easement, being the southerly 20.00 feet of the northerly 146.00 feet of Tracts 1 through 9, Block 31, less the road right-of-way for Jog Road;

(3)

A right-of-way for Lake Worth Drainage District, Canal L-15, as described in Official Record Book 2543, Page 1347; and

(4)

An ingress-egress easement across Tracts 57, 46, 41, and 31, as described in Official Record Book 2743, Pages 25 through 27, all in said Public Records.

(5)

A 10.00 foot Florida Power & Light Company easement contained in Official Record Book 2386, Pages 643 to 645.

(6)

A Florida Power & Light transmission line and anchoring facility contained in Official Record Book 660, Page 586.

(7)

Subject to easements, reservations and restrictions of record.

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(D302.T-[12,5]-10/14/85-ST)

EXHIBIT "3"

DECLARATION OF PARTY FACILITIES
FOR
FOUNTAINS SOUTH ATRIUM HOMES

85134 P0171

DECLARATION OF PARTY FACILITIES FOR
FOUNTAINS SOUTH ATRIUM HOMES AREA
PALM BEACH COUNTY, FLORIDA

THIS DECLARATION, made on the date hereinafter set forth by THE FOUNTAINS OF PALM BEACH, a Florida general partnership between GOLDLIST CONSTRUCTION INCORPORATED, a Florida corporation and TRIZEC PROPERTIES, INC., a Delaware corporation, whose address is 6566 Fountains Circle, Lake Worth, Florida 33463 who shall herein be referred to as "Declarant," for themselves, their successors, grantees and assigns.

W I T N E S S E T H:

WHEREAS, Declarant, is the owner of certain real property (the "Property") known as FOUNTAINS SOUTH ATRIUM HOMES AREA or ATRIUM HOMES AREA described in the FOUNTAINS SOUTH ATRIUM HOMES DECLARATION OF COVENANTS AND RESTRICTIONS, to which this Declaration is attached as Exhibit "3", situated and being in Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the Property separate Units; and

WHEREAS, each such Unit is designed to be occupied solely by single families living independently of each other; and

WHEREAS, each such Unit will have a lot perimeter wall located upon the lot line separating such Unit from the adjacent Unit, each such Party Wall to be located on the Lot line the location of same being depicted upon the recorded plat thereof;

WHEREAS, Declarant is desirous of declaring each of the above-described walls to be a Party Wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees, of the Units pertaining to said Party Walls; and

WHEREAS, it is Declarant's intent that this Declaration of Party Facilities be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of each of the separate Units to be constructed on the Property:

1. DEFINITIONS. Unless otherwise stated, all of the terms used herein shall have the same meanings respectively ascribed to them in the FOUNTAINS SOUTH ATRIUM HOMES DECLARATION OF COVENANTS AND RESTRICTIONS.
2. The walls shared by the Units, as shown on Schedule "A" which is attached hereto and made a part hereof, shall be Party Walls for successors and grantees of each such Unit.
3. In the event of damage or destruction of the Party Wall(s) from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Fountains South Atrium Homes Association, Inc. (the "Homeowners Association") shall, at its expense, repair and rebuild said Party Wall(s). Each Unit Owner shall have the right to full use as herein contained of said Party Wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the Party Wall(s), such expense shall be shared equally by all the Owners of Units. Whenever such Party Wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location as initially constructed and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair, or

construction is brought about solely by the neglect or the willful misconduct of one (1) Unit Owner, any expense incidental thereto shall be borne solely by such Unit Owner. If a Unit Owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the Homeowners Association may have such Party Wall repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount of damages, if any, together with reasonable attorneys' fees incurred. If a Unit Owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as Unit Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Unit Owner. Any Unit Owner making use of the Party Wall shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the Party Wall and shall hold the adjacent Unit Owner and the Homeowners Association harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit(s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit (s) to effect necessary repairs and reconstruction.

4. The Unit Owner sharing a Party Wall with the adjoining Unit(s) shall not possess the right to cut windows or other openings in the Party Wall, nor make any alterations, additions, or structural changes in the Party Wall, without the prior written consent of the Homeowners Association.
5. The Unit Owner shall have the right to the full use of said Party Walls for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the adjoining Unit Owner or his enjoyment of the Party Walls in any manner or in any manner impair the value of the Party Walls.
6. Each common wall to be constructed on the Property is to be and remain a Party Wall for the perpetual use and benefit of the respective Unit Owners, their heirs, assigns, successors, and grantees, said Units being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.
7. So long as there shall be a mortgage or mortgages upon any Unit, this Agreement shall not be modified, abandoned, or extinguished without the consent of such mortgagee(s), and acquisition of one (1) Unit Owner's Unit by any of the other Unit Owners shall not operate to render this instrument void, useless, or extinguished without the written approval of the holder of any then outstanding mortgage.

IN WITNESS WHEREOF, the Developer has executed this instrument the 6th day of January, 1987.

(CORPORATE SEAL)

Sandra H. Coto

Richard E. White

THE FOUNTAINS OF PALM BEACH, a
Florida general partnership

By: [Signature]

Stephen M. Platt
as Vice President of Goldlist
Construction Incorporated, a
Florida corporation



STATE OF FLORIDA

COUNTY OF PALM BEACH.

Before me personally appeared STEPHEN M. PLATT to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of Goldlist Construction Corporation Incorporated, a Florida corporation, acknowledged to and before me that he executed such instrument as Vice President of said Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 6th day of January, 1987.



Alma M. Hassac
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 24 1987
BONDED THIRD CENTRAL INSURANCE CO.

85134 P0174

**FOUNTAINS SOUTH
ATRIUM HOMES
PARTY WALL PLAN**

NOTES:

1. BUILDING FROM SECTION ARE BASED ON 1/4" = 1' SCALE.
2. D.E. SHOWS UTILITY LAYOUT.
3. D.E. SHOWS DRAINAGE LAYOUT.
4. L.A.E. SHOWS LIMITED ACTUAL L.A.
5. DIMENSIONS SHOWN ARE PROPOSED.
6. DIMENSIONS SHOWN ARE PROPOSED.

LEGEND:

- 1. BUILDING FROM SECTION ARE BASED ON 1/4" = 1' SCALE.
- 2. D.E. SHOWS UTILITY LAYOUT.
- 3. D.E. SHOWS DRAINAGE LAYOUT.
- 4. L.A.E. SHOWS LIMITED ACTUAL L.A.
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- 6. DIMENSIONS SHOWN ARE PROPOSED.

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"DIPLOMATIC SCUM" (P.B., 45, PG. 28 APR 73)
P.13-11
2. D.E. DEBOTS OFFICIAL ALBUMARY
3. D.E. DEBOTS PRIVATE ALBUMARY
4. D.A.E. DEBOTS OFFICIAL ACTRES ALBUMARY
5. INTERVIEWS SHOW ALL PROPOSED
6. DEBOTS 1100 107 0173 END



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CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
Specializing in Surveying, Mapping, and
Engineering Services
10000 10th Avenue, Suite 100, Denver, CO 80202
(303) 751-1000

**FOUNTAINS SOUTH
ATRUM HOMES**

EXHIBIT

NAME	DATE
------	------

PROJECT
NO. J-008888

B4-0082

85 134 90175

NOT A CERTIFIED COPY

EXHIBIT "4"

BY-LAWS
OF
FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.

85134 P0176

FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

BY-LAWS

1. GENERAL PROVISIONS.

- 1.1 Identity. These are the By-Laws of that certain association, a Florida corporation not for profit (the "Homeowners Association"), whose name appears in the title of this Document.
- 1.2 Purpose. The Homeowners Association has been organized for the purpose of administering the affairs of the FOUNTAINS SOUTH ATRIUM HOMES AREA which has been established pursuant to the FOUNTAINS SOUTH ATRIUM HOMES DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declarant") to which these By-Laws are attached as an Exhibit. The provisions of these By-Laws are applicable to said FOUNTAINS SOUTH ATRIUM HOMES AREA and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Homeowners Association ("Articles") and the Declaration.
- 1.3 Definitions. All of the terms used in these By-Laws shall have the same definitions and meanings as set forth in the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOUNTAINS SOUTH when applicable, supplemented by the provisions of the FOUNTAINS SOUTH ATRIUM HOMES DECLARATION OF COVENANTS AND RESTRICTIONS.
- 1.4 Office. The office of the Association shall be as stated in the Articles or at such other place as may be designated by the Board of Directors of the Homeowners Association.
- 1.5 Seal. The Seal of the Homeowners Association shall bear the name of the Homeowners Association, the word "Florida," the words "Corporation not for Profit," and the year of incorporation.
- 1.6 Fiscal Year. The fiscal year of the Homeowners Association shall be the calendar year.
- 1.7 Subject to. All members of the Homeowners Association and their guests, tenants, invitees, including, without limitation, all present or future owners and tenants of Fountains South Atrium Homes Units ("Units") and other persons using the Atrium Homes Property or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles, and the Declaration as well as to the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOUNTAINS SOUTH (the "Master Declaration") and all exhibits thereto.

2. MEMBERSHIP. The qualifications of members, the manner of their admission to membership, termination of such membership, and provisions for voting by members shall be as set forth in the Declaration, Articles, and these By-Laws. The Homeowners Association shall maintain a roster of the names and mailing addresses of all Unit Owners from evidence of ownership furnished to the Homeowners Association as required by the Articles and the Declaration.

3. MEETINGS.

- 3.1 Annual Meeting. The annual meeting of the members shall be held at least once in each calendar year at the office of the Homeowners Association at the time designated on the notice

thereof for the purpose of electing Directors and for transacting any other business authorized to be transacted by the members.

- 3.2 Special Meetings. Special meetings of the members shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such Officers upon receipt of a written request from members of the Homeowners Association having a majority of the votes in the Homeowners Association.
- 3.3 Notice of Meetings; Waiver. Notice of all members' meetings, annual or special, shall be given by the President, Vice President, or Secretary of the Homeowners Association, to each member. Such notice will be written and must state the time, place, and purpose for which the meeting is called.
- 3.3.1 Notice of a special meeting must be given or mailed to each member and posted at a conspicuous place on the Atrium Homes Property prior to the date and time set for such meeting. The copy to be given to the members shall be hand delivered or mailed to the address of the member as it appears on the roster of members.
- 3.3.2 Notice of annual meetings shall be given or mailed to each Unit Owner and shall be posted in a conspicuous place on the Atrium Homes Property at least fourteen (14) days prior to the annual meeting.
- 3.3.3 Proof of delivery or mailing may be given by the Affidavit of the person giving the notice.
- 3.3.4 Notice of a meeting may be waived by any Unit Owner, before or after the meeting, in writing.
- 3.3.5 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments, and the notice will have attached to it a copy of the proposed assessment.
- 3.4 Quorum. The presence of persons having more than fifty percent (50%) of the total votes of the Homeowners Association, either in person or by proxy shall constitute a quorum at any meeting.
- 3.5 Adjourned Meetings. If a meeting of members cannot be held because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided, however, that notice of the adjourned meeting shall be given.
- 3.6 Chairman. At all meetings of the membership, the President shall preside. In the absence of the President, the Board of Directors shall select a Chairman.
- 3.7 Order of Business. The order of business at the annual members' meetings, and as so far as practical, at any other members' meetings, shall be:
- a. Calling of roll and certifying of proxies.
 - b. Proof of notice of meeting or waiver of notice.
 - c. Reading and approval of the minutes.
 - d. Reports of Officers.
 - e. Reports of committees.
 - f. Appointment by Chairman of inspectors of elections.
 - g. Election of Directors.
 - h. Unfinished business.
 - i. New business.
 - j. Adjournment.

4. VOTING.

4.1 All provisions concerning voting, voting rights, and classes of voting membership are set forth in the Articles.

4.1.1 The affirmative vote of a majority of the voting interests present (provided there is a quorum) shall be decisive of all issues unless otherwise provided by the Declaration, the Articles, or as provided elsewhere in these By-Laws.

4.2 Corporate or Multiple Ownership. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the persons entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit, as indicated on the roster of Unit Owners, and filed with the Secretary of the Homeowners Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Homeowners Association. Any such certificate shall be valid until revoked by subsequent certificate. If no certificate is filed, the vote of such Unit Owners shall not be considered in determining a quorum or for any other purpose.

4.3 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. Proxies must be filed with the Secretary before the meeting. 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. Every proxy shall be revocable at any time at the pleasure of the person entitled to vote who executed it. Provided, however, that as to Class B members (so long as Class B memberships exist), any or all votes held as to Class B members may be cast by proxy, which proxy may be in generally accepted corporate form.

5. DIRECTORS.

5.1 Number and Qualifications. The Board of Directors shall be initially composed of three (3) persons until such time as the Developer has conveyed title to all Units to be constructed in the FOUNTAINS SOUTH ATRIUM HOMES AREA. The number of members of succeeding Boards of Directors may be from three (3) to five (5), the actual number to be determined by a majority vote of members present at a duly called meeting of the Homeowners Association where a quorum is present. The Directors shall be elected by the members of the Homeowners Association at the annual meetings of the membership as provided by the By-Laws. A majority of the members of all Boards of Directors (other than those appointed by the Developer) shall be members of the Homeowners Association or shall be authorized representatives, Officers, agents, or employees of a corporate member of the Homeowners Association. When Unit Owners other than the Developer have closed upon all of the Units that ultimately will be operated by the Homeowners Association, said Unit Owners other than the Developer, shall be entitled to elect the members of the Board of Directors. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Homeowners Association. The Developer shall be under no obligation to manage or control the Homeowners Association or to appoint its representatives to the Board of Directors and may, at any time, relinquish any rights it has to do so and have its representatives on the Board resign.

- 5.2 Initial Board of Directors. The initial Board of Directors shall consist of the persons named in the Articles. The initial Board shall serve until their successors are elected or appointed. The Developer shall have the absolute right at any time to remove any Director selected by it and replace such Director with any other individual.
- 5.3 Election of Directors. Election of Directors, other than the initial Board, shall be conducted in the following manner:
- 5.3.1 Election of Directors shall be held at the annual members' meeting.
- 5.3.2 A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director seat. Nominations for additional Directors may be made from the floor.
- 5.3.3 The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.
- 5.3.4 Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- 5.3.5 Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the membership at the same meeting where the Director is removed.
- 5.3.6 Provided, however, that until a majority of the Directors are elected by the members other than the Developer, neither the first Directors of the Homeowners Association nor any Directors named by the Developer shall be subject to removal by members other than the Developer. The first Directors and any Directors named by the Developer may be removed by the Developer.
- 5.4 The Term. The term of each Director's service shall extend until the next annual meeting of the members where his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- 5.5 Organization Meeting. The organization meeting of a newly elected Board of Directors 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, and no further notice of the organization meeting shall be necessary.
- 5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally, or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Notice of a regular meeting shall be posted conspicuously at least forty-eight (48) hours in advance for the attention of members of the Homeowners Association except in an emergency.

- 5.7 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) or more of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be posted conspicuously at least forty-eight (48) hours in advance for the attention of members of the Homeowners Association except in an emergency.
- 5.8 Waiver of Notice. Any Director may waive in writing notice of a meeting before or after the meeting and that waiver shall be deemed to be equivalent to the giving of notice.
- 5.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles, or these By-Laws.
- 5.10 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.11 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting, provided, however, that such joinder shall not be construed to constitute the presence of that Director for the purpose of determining a quorum.
- 5.12 Presiding Officer. The presiding Officer of the Directors' meeting shall be the Chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the presiding Officer, the Directors present shall designate one (1) of their number to preside.
- 5.13 Order of Business. The order of business at the Directors' meetings shall be:
- a. Calling of the roll.
 - b. Proof of due notice of meeting or waiver of notice.
 - c. Reading and disposal of any unapproved minutes.
 - d. Reports of Officers and committees.
 - e. Election of Officers.
 - f. Unfinished business.
 - g. New business.
 - h. Financial matters.
 - i. Adjournment.
- 5.14 Directors' Fees. Directors shall not receive any compensation or fee for their service as Director.
- 5.15 Powers and Duties of the Board of Directors. All of the powers and duties of the Homeowners Association existing under the Declaration, Articles, By-Laws, Master Declaration, and all exhibits thereto shall be exercised exclusively by the Board of Directors, the Officers, its agents, contractors, or employees, subject only to approval by Unit Owners when that is specifically required, and may include, without limitation, the right, power, and authority to:

- 5.15.1 Levy and collect assessments against members of the Homeowners Association to defray the common expenses of the FOUNTAINS SOUTH ATRIUM HOMES AREA and other charges as provided in the Declaration, the Articles, and these By-Laws; including the power to levy and collect assessments for the purpose of paying assessments levied against the Units or the Homeowners Association by the FOUNTAINS SOUTH PROPERTY OWNERS ASSOCIATION, INC. (the "Association").
- 5.15.2 Buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the FOUNTAINS SOUTH ATRIUM HOMES AREA.
- 5.15.3 Maintain, repair, replace, reconstruct, add to, and operate the Atrium Homes Property and other property acquired or leased by the Homeowners Association for use by Unit Owners.
- 5.15.4 Purchase insurance upon the Atrium Homes Property and insurance for the protection of the Association, its Officers, Directors, and members as Unit Owners.
- 5.15.5 Make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Atrium Homes Property and for the health, comfort, safety, and welfare of the Unit Owners.
- 5.15.6 Approve or disapprove the selling, purchasing, leasing, transfer, mortgaging, ownership, and occupancy of Units.
- 5.15.7 Enforce, by legal means, if necessary, the provisions of the Declaration, the Articles, these By-Laws, and the rules and regulations for the use of the Atrium Homes Property and those specified in Paragraph 5.15.5.
- 5.15.8 Contract for the management and maintenance of the Atrium Homes Property and to authorize the Homeowners Association or a management agent (if any) to assist the Homeowners 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 the Atrium Homes Property with funds as shall be made available by the Homeowners Association for such purposes. The Homeowners Association and its Officers shall, however, retain at all times the powers and duties granted to it by the Declaration, Articles, By-Laws, and other applicable documents, including but not limited to, making of assessments, promulgation of rules, and execution of contracts on behalf of the Homeowners Association.
- 5.15.9 Employ personnel to perform the services required for proper operation of the Homeowners Association.
- 5.15.10 Pay any taxes and assessments which become liens against any part of the Atrium Homes Property, other than the Units and the appurtenances thereto, and to assess the members and their respective Units for the cost of same.
- 5.15.11 Carry insurance for the protection of the members, the Atrium Homes Property, and the Homeowners Association against casualty and liability.

5.15.12 Pay all costs of power, water, and sewer as well as all other utility services rendered to the Atrium Homes Property and the Homeowners Association.

5.16 Resignation of Initial Board. The Developer shall have the right to withdraw one (1), two (2), or all of its representatives prior to the time at which it is required to so withdraw them in which case the Atrium Homes Unit Owners shall, at a special meeting of the membership, elect the necessary number of members of the Board of Directors to replace those withdrawn by the Developer who shall serve until the next annual meeting of the Unit Owners or until their successors are elected.

5.17 Miscellaneous Provisions.

5.17.1 Notwithstanding anything contained in these By-Laws to the contrary, any meeting of the members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting or notice of which is waived.

5.17.2 To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take action which it might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

6. OFFICERS.

6.1 Executive Officers. The Executive Officers of the Homeowners Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one (1) office except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Homeowners Association.

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

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

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

- 6.5 Treasurer. The Treasurer shall have custody of all property of the Homeowners Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Homeowners Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.
- 6.6 Compensation. No Officer of the Homeowners Association shall receive any compensation for his services as same. The provisions that Directors shall not receive any fee or compensation for services as same shall not preclude the Board of Directors from employing a Director as an employee of the Homeowners Association nor preclude the contracting with a Director for the management of the FOUNTAINS SOUTH ATRIUM HOMES AREA.
- 6.7 Initial Officers. The initial Officers of the Homeowners Association, who shall serve until their resignation or removal and replacement by Developer or the election of their successors, shall be those persons so named in the Articles.

7. FISCAL MANAGEMENT.

- 7.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address to the Unit Owner(s) and mortgagee(s) (if known) of each Unit, the amount of each assessment and due date thereof, all amounts paid, and the balance due upon each assessment.
- 7.2 The Board shall adopt, for and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Homeowners Association for the year. Each budget shall show the total estimated expenses of the Homeowners Association for that year and shall contain an itemized breakdown of the expenses, which shall include, without limitation, the costs of operating and maintaining the Atrium Homes Property, wages and salaries of Homeowners Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Homeowners Association, and any reserve accounts and/or funds which may be established from time to time by the Board.
- 7.3 Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Unit Owner(s) of each Unit and the due date(s) and amount of installments thereof. Unless changed by the Board, the fiscal year of the Homeowners Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected member. Delivery of a copy of any budget or amended budget may be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon any additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.
- 7.4 A copy of the proposed annual budget of the Homeowners Association shall be mailed to the Unit Owners prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to all Unit Owners.

- 7.5 Upon adoption of a budget, the Board shall cause a written copy thereof to be delivered to each Unit Owner. Assessments shall be made against Unit Owners pursuant to procedures established by the Board and in accordance with terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Homeowners Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.
- 7.6 If the Homeowners Association shall become the designated Homeowners Association for more than one community, notwithstanding the fact that the Homeowners Association shall maintain separate books of account for each of the communities, all sums collected by the Homeowners Association from all assessments against all Units in the communities may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.
- 7.7 The depository of the Homeowners Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Homeowners Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.
- 7.8 A summary of the accounts of the Homeowners Association shall be prepared annually and a copy of the report shall be furnished to each member within a reasonable period following the year of which the report is made.
- 7.9 Fidelity bonds may be required by the Board from all Officers, employees, and/or agents of the Homeowners Association handling or responsible for Homeowners Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Homeowners Association.
- 7.10 Until the Developer has completed sales and closing of all Units ultimately to be constructed in the FOUNTAINS SOUTH ATRIUM HOMES AREA or until Developer relinquishes control of the Board of Directors, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and capital surplus.

8. ASSESSMENTS.

- 8.1 Payment. Except as specified to the contrary in the Declaration or these By-Laws, funds for the payment of common expenses shall be equally assessed against each and every Unit Owner. The due dates shall be established by the Board of Directors such that the assessments may be collected on a monthly or quarterly basis, in advance, without notice. Unless otherwise required by the Board, assessments may not be made payable less frequently than monthly. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.
- 8.2 Special Assessments. Special assessments for charges by the Homeowners Association against members for other than common expenses or for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be levied in the same manner as here and before provided for regular assessments, except that notice thereof shall be given and they shall be payable in the manner determined by the Board.
- 8.3 Audit. An audit, which need not be certified, of the accounts of the Homeowners Association shall be made annually as directed by the Board of Directors. A copy of the audit report received as a result of the audit shall be made available to each member of the Homeowners Association within a reasonable period of time after

the end of the fiscal year of the Association. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classification.

- 8.4 Default and Payment. In the event of a default by a Unit Owner in the payment of any assessment, the Homeowners Association shall have all rights and remedies provided by law, together with those provided by the Declaration.
9. RULES OF PROCEDURE. Roberts' Rules of Order (latest edition) shall govern the conduct of the Homeowners Association meetings as well as Board of Directors meetings when not in conflict with the Declaration, the Articles, or these By-Laws. The Board of Directors may adopt additional rules by majority vote.
10. AMENDMENTS. Amendments to these By-Laws shall be proposed and adopted in the following manner:
- 10.1 Amendments to these By-Laws shall require the affirmative vote of two-thirds (2/3) of the total votes of the Homeowners Association.
- 10.2 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing by all members and the joinder of all First Mortgagees of Record. No amendment shall be made that is in conflict with the Declaration nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, any First Mortgagee of Record, or an affiliate of the Developer, unless the Developer and Mortgagees of Record shall join in the execution of the Amendment.
- 10.3 Recording. Such amendment or amendments of these By-Laws shall be transcribed and certified in such form as may be necessary to file the same in the office of the Homeowners Association and shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is approved.

The foregoing were adopted as the By-Laws of FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC., a corporation not for profit established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 6th day of January, 1987.

By: [Signature]
Stephen M. Platt, President

Attest: [Signature]
Claire Hoosac, Secretary

(CORPORATE SEAL)

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 10, 1986, as shown by the records of this office.

The document number of this corporation is N18187.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th Day of December, 1986.



CR2E022 (10-85)

George Firestone
Secretary of State

B5134 P0187

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EXHIBIT "5"

ARTICLES OF INCORPORATION
OF
FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.

85134 P0188

ARTICLES OF INCORPORATION OF

FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC.

We, the undersigned by these Articles, associate ourselves for the purpose of forming a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida and certify as follows:

1. NAME. The name of this corporation shall be as indicated in the title of this instrument. This Corporation shall hereinafter be referred to as the "Homeowners Association", these Articles of Incorporation as "Articles", and the By-Laws as "By-Laws".
2. PURPOSE. The purpose for which the Homeowners Association is organized is to provide an entity pursuant to Chapter 617, Florida Statutes to operate that certain FOUNTAINS SOUTH ATRIUM HOMES AREA (hereinafter referred to as the "ATRIUM HOMES AREA"), located in Palm Beach County, Florida, in accordance with the FOUNTAINS SOUTH ATRIUM HOMES DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration"), these Articles, and the By-Laws.
3. The Declaration, to which a copy of these Articles are attached, shall, prevail in this instrument when applicable, subject to the provisions of the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOUNTAINS SOUTH (the "Master Declaration"). The definitions contained in the Master Declaration shall apply herein supplemented by the provisions of the Declaration.
4. POWERS. The powers of the Homeowners Association shall include, and shall be governed by, the following:
 - 4.1 General. The Homeowners Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Master Declaration.
 - 4.2 Enumeration. The Homeowners Association shall have all the powers and duties set forth in the Declaration and all exhibits thereto, except as limited by the Master Declaration and all exhibits thereto, and all of the powers and duties reasonably necessary to operate the ATRIUM HOMES AREA pursuant to the Declaration as it may be amended from time to time, including, but not limited to the following:
 - 4.2.1 To levy and collect assessments against members of the Homeowners Association to defray the common expenses of the ATRIUM HOMES AREA and other charges as provided in the Declaration, these Articles and the By-Laws, including the power to levy and collect assessments for the purposes of paying assessments levied against the Units and the Homeowners Association by the FOUNTAINS SOUTH PROPERTY OWNERS ASSOCIATION, INC. (the "Property Owners Association").
 - 4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the ATRIUM HOMES AREA.
 - 4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Atrium Homes Property, the Units, and other property acquired or leased by the Homeowners Association for use by or for the benefit of Unit Owners.
 - 4.2.4 To purchase insurance upon the Atrium Homes Property, and insurance for the protection of the Homeowners

Association, its Officers, Directors, and members (Unit Owners).

- 4.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the ATRIUM HOMES AREA and for the health, comfort, safety and welfare of the Unit Owners, and to enforce same.
- 4.2.6 To approve or disapprove the selling, purchasing, leasing, transfer, mortgaging ownership and possession of Units.
- 4.2.7 To enforce by legal means the provisions of law, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the ATRIUM HOMES AREA.
- 4.2.8 To contract for the management and maintenance of the ATRIUM HOMES AREA and to authorize a management agent and/or the Master Association to assist the Homeowners 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 the ATRIUM HOMES AREA with funds as shall be made available by the Homeowners Association for such purposes.
- 4.2.9 The Homeowners Association and its Directors and Officers shall, however, retain at all times the powers and duties granted by the Declaration, By-Laws, these Articles, and the rules and regulations including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Homeowners Association, and the employment of personnel to perform the services required for proper operation of the Homeowners Association.
- 4.3 Atrium Homes Property. All funds and titles of all properties acquired by the Homeowners Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws, subject to all easements, public and private, thereof.
- 4.4 Distribution of Surplus. The Homeowners Association shall make no distribution of surplus.
- 5. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit, which is subject by the Declaration to assessment by the Homeowners Association, including contract sellers, shall be a member of the Homeowners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Homeowners Association.
- 6. VOTING RIGHTS. The Homeowners Association shall have two (2) classes of voting membership:
 - 6.1 Class A. Class A members shall be all Unit Owners (with the exception of the Developer), each of whom shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any single Unit.
 - 6.2 Class B. The Class B member(s) shall be the Developer, its successors and assigns (including a mortgagee of record acquiring title to the property of the Developer either by foreclosure,

deed in lieu of foreclosure, or otherwise), who shall be entitled to three (3) votes for each vote held by the total of all Class A members. The Class B membership shall cease upon the conveyance by the Developer of the last Unit to be constructed within the ATRIUM HOMES AREA.

7. TERM OF EXISTENCE. The Homeowners Association shall have perpetual existence.

8. DIRECTORS.

- 8.1 The initial Board of Directors shall consist of three (3) members whose names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Stephen M. Platt	6566 Fountains Circle Lake Worth, Florida 33467
Thomas Johnston	6566 Fountains Circle Lake Worth, Florida 33467
Claire M. Hoosac	6566 Fountains Circle Lake Worth, Florida 33467

- 8.2 These Directors or their successors shall serve until all possible Units in the ATRIUM HOMES AREA have been sold, with title thereto being recorded in the Public Records of Palm Beach County, Florida. The sole choice of successor Directors until the aforesaid number of sales have been made, shall be made by the remaining aforesaid initial members of the Board. When all such Units have been sold, as defined above, one (1) or more members of the Homeowners Association shall have the right to petition the Homeowners Association to hold a meeting of the members for the purpose of electing the members to the Board from Class A members.

- 8.3 The number of members of the Board shall initially be three (3), but may be increased after all of the Units have been sold, as stated above, up to five (5) by vote of a majority of the members of the Homeowners Association.

- 8.4 Duties and Powers. All of the duties and powers of the Homeowners Association shall be exercised exclusively by the Board of Directors, the Officers, their agents, or employees, subject only to approval by Unit Owners when that is specifically required.

- 8.5 Election; Removal. Directors of the Homeowners Association (other than the initial Board) shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9. OFFICERS.

- 9.1 The Officers of the Homeowners Association shall be appointed by the Board of Directors at the first annual meeting and annually thereafter and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Stephen M. Platt 6566 Fountains Circle Lake Worth, Florida 33467
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Vice President /
Treasurer:

Thomas Johnston
6566 Fountains Circle
Lake Worth, Florida 33467

Secretary:


Claire Hoosac
6566 Fountains Circle
Lake Worth, Florida 33467

- 9.2 These Officers or their successors shall serve until all possible Units in the ATRIUM HOMES AREA have been sold, with title thereto being recorded in the Public Records of Palm Beach County, Florida. The sole choice of successor Officers until the aforesaid number of sales have been made, shall be made by the remaining aforesaid initial Officers of the Board. When all such Units have been sold, as defined above, one (1) or more members of the Homeowners Association shall have the right to petition the Homeowners Association to hold a meeting of the members for the purpose of electing the members to the Board from Class A members.
10. INDEMNIFICATION. Every Director and Officer of the Homeowners Association shall be indemnified by the Homeowners Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Homeowners Association, whether or not he is a Director or Officer at the time such expenses are incurred, except with regard to expenses and liabilities incurred for any of the following:
- 10.1 Breach of any fiduciary duty owed by such Director or Officer to the Homeowners Association.
- 10.2 Willful and knowing failure to comply with the provisions of the Declaration, the By-Laws, these Articles of Incorporation, the rules and regulations, or the Master Declaration and all exhibits thereto, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Homeowners Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.
11. BY-LAWS. The first By-Laws of the Homeowners Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and members in the manner provided by the By-Laws.
12. AMENDMENTS. Amendments to these Articles shall require the affirmative vote of two-thirds (2/3) of the total votes of the Homeowners Association.
- 12.1 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing by all members and the joinder of all First Mortgagees of Record. No amendment shall be made that is in conflict with the Declaration nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, any First Mortgagee of Record, or an affiliate of the Developer, unless the Developer and all First Mortgagees of Record shall join in the execution of the amendment.
13. PRINCIPAL OFFICE. The registered office of the Homeowners Association shall be 6566 Fountains Circle, Lake Worth, Florida 33467, or at such other place as may be subsequently designated by the Board of Directors.

14. REGISTERED AGENT AND OFFICE. The name and address of the registered agent of the Homeowners Association is Mr. Stephen M. Platt, 6566 Fountains Circle, Lake Worth, Florida 33467, or such other person as may be subsequently designated by the Board of Directors.

15. INCORPORATOR. The name and address of the Incorporator is Mr. Stephen M. Platt, 6566 Fountains Circle, Lake Worth, Florida 33467.


IN WITNESS WHEREOF, we have hereunto set our hands and seals and acknowledged the execution of the foregoing Articles of Incorporation of FOUNTAINS SOUTH ATRIUM HOMES ASSOCIATION, INC., this 1st day of December 1986.


Stephen M. Platt

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of December, 1986, by STEPHEN M. PLATT.


Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 24 1987
BONDED THRU GENERAL INSURANCE CO.

(NOTARY SEAL)