

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND PARTY WALL AGREEMENT OF  
GARDEN HILLS  
A Unit Community  
Palm Beach County, Florida

THESE AMENDED DECLARATIONS shall supersede the Declarations recorded in ORB 3723, Page 1443 et seq., as recorded in the Palm Beach County Office Records.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, as Owners of certain property to be hereinafter known as GARDEN HILLS, located in the County of Palm Beach, Florida and more particularly described as follows:

(See Schedule "A" attached hereto)

hereby makes the following declaration of Protective Covenants, Conditions and Restrictions covering the above-described real property, specifying that these declarations shall constitute a covenant running with the land described in Schedule "A" above and that this declaration shall be binding upon the undersigned and upon all persons obtaining title through the undersigned. These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property. Developer reserves the right to bring additional property into the Home Owners Association and the terms of this Declaration by annexing adjacent properties.

1. All of the land described in Schedule "A" less all of the land shown thereon as being Unit units shall be known as common property, such common property shall consists of the roadways, parking areas and all unimproved areas. This commons property will be owned by GARDEN HILLS HOME OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned by a separate instrument recorded simultaneously herewith. The Association shall administer such property in keeping with this declaration as well as the Articles of Incorporation and By-Laws of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., together with the Rules and Regulations promulgated by the Association.
2. The undersigned is conveying to the Association certain items of personal property to be utilized in connections with furnishing utilities to project to be known as initial common property. This limited common property shall consist of the water and sewer lines going from the point of connection of same to each structure containing the Unit units to the point of connection of same to the central water distribution and sewage connections lines of the County of Palm Beach, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the separate Unit units in each structure. The expenses of repair, replacements, cleaning and maintenance of these lines for a particular structure shall be borne equally by the owners of the Unit units located in such structure. Upon the expenditure of funds by the Association for any such purpose, such Unit owner in the structure shall be assessed for his share in the expense. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owners who shall fail to make his required assessment

- payments. The lien for unpaid assessments shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.
3. Each owner at GARDEN HILLS will own fee simple title to this Unit, each of which shall be located in a structure containing separate Unit units. Ownership of these units shall be separated by a party-wall agreement filed in the Public Records of Palm Beach County, Florida.
  4. No Unit owners shall in any way deface or change the color of the exterior of his Unit. Exterior walls, roof and the fencing around the courtyard are to be maintained by each Unit owner in quality condition at all times. Failure to maintain the Unit in such manner will result in a thirty (30) day notice to the Unit owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the Unit owner will be charged for the invoices delivered by such contractors, together with any reasonable costs to the Association. The Association shall have the rights to file a lien for nonpayment of such charges in which event the Unit owner shall be responsible for attorney's fees and costs. Each Unit owner covenants and agrees that he will not decorate or alter the exterior or color of the exterior of the dwelling upon his property, including the window trim, without the prior consent of the Board of Directors. The color shall be consistent with a color pre-approved by the Board of Directors. A Unit owner shall obtain approval in writing or otherwise for the painting of exterior and or windows of his Unit in a color and finish consistent and compatible with the color and finish of the other Unit units, as pursuant to the pre-approved colors approved by the Board of Directors. Normal maintenance of the roof of the Unit units such as cleaning, re-coating or re-painting shall be done uniformly and at the same time for the entire roof of the building agreement of the Unit owners. The expense of such maintenance shall be borne proportionately by the Unit owners. The proration shall be determined by the ratio of square footage of each patio-villa unit roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimension of one Unit unit the repair and replacement shall be at the expense of said Unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Unit unit, such negligent owner shall bear the entire cost of repair or replacement. If any Unit owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected Unit owner may have such roof repaired or replaced and shall be entitled to a lien on the Unit of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a Unit owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Unit owners.
  5. Property and casualty insurance on each Unit structure shall be maintained by each unit owner Association. The Association shall provide insurance coverage for the common areas only.
  6. Each Unit owner shall automatically become a member of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., BY VIRTUE OF ACCEPTANCE OF THE DEED OF CONVEYANCE TO HIS UNIT. As a member of the Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Conveyance of title or rental by owners of any Unit located within Development shall be subject to prior approval of the Board of Directors of the Association which approval shall not be unreasonably withheld, subject to the "10% Rule that is in place regarding rentals of units by unit owners.
  7. The Association shall collect a monthly charge from each Unit owner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for GARDEN HILLS HOME OWNERS ASSOCIATION, INC. Current expenses shall include lawn and landscape maintenance, and any maintenance for the common property and other

- expenses incurred in the maintenance and operation of GARDEN HILLS property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate GARDEN HILLS property. Each Unit owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his Unit by the Association for such sum and in this event the Association shall be entitled to attorney's fees and costs. In addition to the semi-annual assessments authorized above, the Association 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 repair or replacement of any portion of the common property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in The By-Laws of GARDEN HILLS HOME OWNERS ASSOCIATION, INC. Any monthly charge not paid within ten (10) days after due shall carry a ten (\$10.00) dollar late charge for the first late month and \$25.00 late fee charge for each month thereafter.
8. Each Unit owner shall have perpetually the full free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guest of the Unit owner. This use is, however, subject to the right of the individual Unit owner to the exclusive use of the parking spaces as assigned by the Association.
  9. All mortgagees of Unit owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all Units upon which they have a mortgage loan.
  10. When the mortgagee of a first mortgage of record of a Unit obtains title to the dwelling as a result of foreclosure of the first mortgage, such first mortgage holder shall pay all amounts due pursuant to the "Safe Harbor" provisions of F.S. Chapter 720. Any other purchaser via foreclosure sale or deed in lieu of foreclosure, or otherwise that is not the first money mortgage holder, shall be liable for all unpaid assessments, special assessments, late fees, interest, attorney's fees and court costs incurred.
  11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.
  12. The undersigned shall retain control of the Association until all of the contemplated improvements have been completed and all sales have been closed or until such time as the undersigned elects to terminate its control of the Association, whichever shall first occur. During such period, the undersigned has the sole rights to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any Unit owner. Provided, however, written joinder and consent of all mortgagees of any Unit unit shall be required. Further provided that no amendment shall effect in any way the common area maintenance obligations of the GARDEN HILL HOME OWNERS ASSOCIATION, INC.
  13. In no event shall any exterior radio or television antennas be permitted.
  14. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Palm Beach County, Florida.
  15. In the event a Unit unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause his Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and building of the Unit unit to comply with this responsibility.
  16. The common walls, and limited common property shared by the Unit units shall be party walls, and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, or each Unit unit.

17. In the event of damage or destruction of the party walls, and limited common property from any cause whatsoever, other than the negligence or willful misconduct of a Unit owner, then Unit owners shall at their joint expense, repair and rebuild said wall (s) and limited common property, and each Unit owner shall have the right to full use as herein contained of said wall (s), and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls, and limited common property, such expense shall be shared equally by the owners of patio=villa units or their successors in title. Whenever such wall, and limited common property or any part thereof, shall be re-built, it shall be erected in the same manner and at the same location where it shall initially be 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 unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a Unit owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other Unit owner may have such 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. 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 an 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 unit owners. If a Unit owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent Unit owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any Unit owner removing his improvements from the party wall or make use of the party wall shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damaged caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Unit unit to effect necessary repairs and reconstruction.
18. The owner of any Unit unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, not make any alterations, additions or structural changes in the party wall. The owner of any such Unit unit shall have the right to the full use of said party walls, and limited common property for whatever purpose he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining Unit unit or his enjoyment of said walls or limited common property in any manner impair the value of said walls or limited property. Each common wall and limited common property to be constructed on the above described lots is to be and remain a party wall, and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition.
19. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one Unit owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.
20. For purposes of providing for joint maintenance of commonly used areas, between Developer and Units Owners and members of Garden Hills Home Owners Association, Inc., with regard to development of "Apartment Site" (Tracts A and B to plat of (Garden Hills Unit One), The Developer hereby makes said apartment site, more particularly described in Schedule B attached hereto and made a part hereof, subject to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, for the following sole and specific purposes:

COMMON AREAS:

I. DRAINAGE

With regard to maintenance of commonly used drainage system, more particularly described hereinafter, it is agreed that the costs of all maintenance repairs to said areas shall be borne at 100% of the unit owners.

II. ROADWAYS

With regard to maintenance of commonly used roadways, all costs of maintenance and repairs of the following described roadways shall be borne 100% of the unit owners, which owners shall be subject to special assessment for the maintaining of same.

The Board of Directors shall be vested with powers of imposition and collection of liens set forth in Paragraph 2 & 7 of the Declaration of covenants with regard to any unpaid assessments against Developers rental site with regard to fair share of overall maintenance costs of above areas to be borne by Developer, Copy of Articles of Incorporation and By-Laws of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., and current Rules and Regulations are attached hereto and made a part hereof.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restraint violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No portion of the plat of Garden Hills containing exterior open space may be vacated, if, as a result of said vacation, the minimum open space requirements for the Garden Hills Development as a whole would be violated.

IN WITNESS WHEREOF, we have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

In the presents of :

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ to me known to be the persons described in the who executed the foregoing instrument and acknowledge before me that they executed the same.

WITNESS my hand and official seal in the county and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

My commission Expires: \_\_\_\_\_

AMENDED ARTICLES OF INCORPORATION  
OF  
GARDEN HILLS HOME OWNERS ASSOCIATION, INC.  
A Florida Corporation Not For Profit

IN COMPLIANCE with the requirements of the laws of the State of Florida, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is: GARDEN HILLS HOME OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

The principal office of the Association is located at 5331 Mendoza Street, West Palm Beach, Florida 33415.

ARTICLE III

Scott B. Chpaman, Esq. whose street address of the office, place of business or location for service of process within this state is 7200 West Camino Real, Suite 102, Boca Raton, FL 33433, is hereby appointed the initial registered agent of this Association. To reflect his acceptance of the office of the initial registered agent, he has executed these Articles at this part.

\_\_\_\_\_  
Scott B Chapman, Esq.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain of profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area, and all improvements thereon, within that certain tract of property described as GARDEN HILLS , LOCATED IN West Palm, Beach , Palm Beach County, Florida, and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of covenants, Conditions a Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes of governmental charges levied or imposed against the property of the Association;
- (c) Acquire by gift, (purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell lease, transfer, dedicate for public use or otherwise dispose of real or personally property in connection with the affairs of the Association;
- (d) To acquire (by gift, purchase or otherwise), Lots or Dwelling Units of GARDEN HILLS, subject nevertheless to the provisions of the Declaration and/or By-Laws relative hereto;
- (e) To assume and obligate itself and its members to maintain recreation and common areas, and the private streets, thoroughfares, and easements shown (on development plan of GARDEN HILLS;
- (f) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed to debts incurred;
- (g) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale of transfer;
- (h) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes of annexing additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- (i) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Florida by law may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. After receiving approval of the Association, as required under the Declaration change of membership in this corporation shall be established by recording in the Public Record of Palm Beach County, Florida, a deed or other instrument establishing record title to a lot and improvements and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such lot and improvements shall be thereby terminated. The foregoing is not intended to include persons or entities to 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 Lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have one class of voting membership:

All members shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE VII

##### DIRECTORS, OFFICERS AND INCORPORATORS

The affairs of this Association shall be managed by a Board of not less than three (3) Directors or more than five (5), who shall be members of the Association.

#### ARTICLE VIII

##### DIVIDENDS

There shall be no dividends paid to any of the members nor shall any part of the income of the Corporation be distributed to its board of Directors or officers. In the event there are any excess receipts or over disbursements as a result of performance services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors, and officers for services rendered, may confer benefits upon its members in conformity with its purposes and upon dissolution or final liquidation may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Covenants and By-Laws. The voting rights of the owners of Lots or Dwelling Units in said GARDEN HILLS shall be as set forth in the Declarations of Covenants and/or By-Laws.

#### ARTICLE IX

##### DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger of

consolidation the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused, acceptance of such assets shall be granted, conveyed and assigned to any non-profit corporation association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE X

#### DURATION

The corporation shall exist perpetually.

#### ARTICLE XI

#### BY-LAWS

The original By-Las are to be made by the Board of Directors and/or Declarer under the Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of the By-Laws and the Declaration relating to amendment.

#### ARTICLE XII

#### AMENDMENTS

\_Amendment of these Articles shall require the assent of seventy-five (75%) percent of members present and voting at any duly called meeting.

IN WITNESS WEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation

this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered

In the presence of:

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Vice President

\_\_\_\_\_

\_\_\_\_\_  
Sec./Treasurer

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, who, after being first duly sworn, stated on  
oath that they executed the within and foregoing Articles of Incorporation as subscribers thereto.

WITNESS my hand and official seal at the aforesaid State and County on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2016.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
My commission expires:

BY-LAWS  
OF  
GARDEN HILLS HOME OWNERS ASSOCIATION, INC.

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

ARTICLE I

IDENTITY

These are the By-Laws of the GARDEN HILLS HOME OWNERS ASSOCIATION, INC., hereafter called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the Office of the Secretary of State on the 30<sup>th</sup> day of December 1981. The Association has been organized for the purpose of owning and operation certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common by the members of the GARDEN HILLS HOME OWNERS ASSOCIATION, INC., which members shall all be property owners at GARDEN HILLS. Such operation by the Association shall include the management of GARDEN Hills. In keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions" of GARDEN HILLS, and the enforcement of such covenants, conditions and restrictions.

- A. The office of Association shall be at 5331 Mendoza Street, West Palm Beach, Florida 33415.
- B. The fiscal year of the Association shall be the calendar year.
- C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:
- D. For the purpose of these By-Laws, the term "Units" shall include villas located in duplex improvements on parcels of land connected with this development and shall be interchangeable with the term "Unit"

ARTICLE II

MEMBERS' MEETING

- A. The annual members' meetings shall be held at such location as shall be designated in the Notice of Meeting at A.M., Eastern Standard Time, no later than the 31<sup>th</sup> day of May of each calendar year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members: provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.
- B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to one-third (1/3) of the votes of the entire membership.

- C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting OR shall be hand delivered thereto. Proof of such mailing shall be given by the affidavit of the person giving the notice or by affixing signature to the hand-delivered notice.
- D. A quorum at members' meetings shall consist of 30% of all persons entitled to cast a votes of the entire membership at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of incorporation, or these By-Laws.
- E. Voting:
1. In any meeting of members the owners of Units shall be entitled to cast one vote as the owner of a Unit unless the decision to be made is elsewhere required to be determined in another manner.
  2. If a Unit is owned by one person, his rights to vote shall be established by the record title to his Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If the 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 of Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum not for any other purpose.
- F. 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 must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.
- G. The order of Business at annual members' meetings, and as far as practical at other members' meetings, may be as follows, with full discretion of order to the Board of Directors:
1. Election of chairman of the meeting.
  2. Calling of the roll and certifying of proxies.
  3. Proof of notice of meeting or waiver of notice.
  4. Reading and disposal of any unapproved minutes.
  5. Reports of officers.
  6. Reports of committees.
  7. Election of inspectors of elections.
  8. Election of directors.
  9. Unfinished business.
  10. New business.

11. Adjournment.

ARTICLE III

DIRECTORS

- A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than Five (5) directors, the exact number to be determined at the time of election.
- B. Election of Directors shall be conducted in the following manner:
1. Election of Directors shall be held at the annual members' meeting.
  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 person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
  3. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
  4. Except as to vacancies created 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. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting: The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- C. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times 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.
- D. 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, at least three (3) days to the day named for such meeting.
- E. 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) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or electronic mail (email), which notice shall state the time, place and purpose of the meeting.
- F. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- G. 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 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 Articles of Incorporation or these By-Laws.

- H. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- I. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.
- J. The presiding officer of Directors' meetings 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 of their members to preside.
- K. The order of business at Directors' meetings may be as follows, subject to the discretion of the Board:
  - 1. Call of roll.
  - 2. Proof of due notice of meeting.
  - 3. Reading and disposal of any unapproved minutes.
  - 4. Reports of officers and committees.
  - 5. Election of officers.
  - 6. Unfinished business.
  - 7. New business.
  - 8. Adjournment.
- L. Directors shall not receive any compensation for sitting on the Board of Directors.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

#### ARTICLE V

##### OFFICERS

- A. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. 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 Association.

- B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.
- C. The Vice President, in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.
- D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
- E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.
- F. The Compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

## ARTICLE VI

### FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

- A. Accounts. The receipts and expenditures of the Association shall be ceated and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:
  - (1) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
  - (2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
  - (3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.



- (4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.
- B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:
- (1) Current expense.
  - (2) Reserve for deferred maintenance.
  - (3) Reserve for replacement.
  - (4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additions to the common property, provided, however, that in the expenditure of this fund, no sum in excess of Ten Thousand Dollars (\$10,000.00) without approval of the members of the Association.
  - (5) Operation, the amount of which may be to provide a working fund or to meet losses.
  - (6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association;
  - (7) Copies of the budget and proposed assessments shall be transmitted to each member on or before March 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.
- C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due to twelve equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1, and if made prior to July 1, one-half (1/2) of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended to liability, therefore is incurred by the Association.
- D. Acceleration of assessment installments upon default. If a Unit owner shall be in default in the payment of an installment upon an assessment, The Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit owner, and then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- E. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the Unit owners concerned. After such notice and upon approval in writing by

persons entitled to cast more than one-half (1/2) of the votes of the Unit owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

- F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
- G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by auditing committee consisting of not less than three members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.
- H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## ARTICLE VII

### PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting as which a proposed amendment is considered.
- B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:
  - 1. Not less than fifty-one (51%) percent of the entire membership of the Board of Directors and not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or
  - 2. Not less than fifty-one (51%) percent of the votes of the entire membership of the Association.
- C. Proviso. Provided, however, that no amendment shall discriminate against any Unit owner not against any Unit or class group of Units unless the Unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.
- D. Execution of recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificates shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, florida.

The foregoing were adopted as the By-Laws of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 30<sup>th</sup> day of December, 1981.

GARDEN HILLS HOME OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary