

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND PARTY WALL AGREEMENT

OF

GARDEN HILLS
A Patio-Villa Community

Palm Beach County, Florida

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 this declaration 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 deraining 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. For the purpose of this instrument, the term "patio-villas" shall include villa and duplex improvements on parcels of land connected with this development.

1. All of the land described in Schedule "A" less all of the land shown thereon as being patio-villa units shall be known as common property, such common property shall consist of the roadways, parking areas and all unimproved areas. This common 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 connection 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 patio-villa units to the point of connection of same to the central water distribution and sewage collection 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 patio-villa units in each structure. The expenses of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the owners of the patio-villa units located in such structure. Upon the expenditure of funds by the Association for any such purpose, such patio-villa 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

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LAWYER
P. O. BOX 610
EAST OCEAN AVENUE
SUITE 10
FT. BEACH, FLORIDA
33434

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then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owner 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 his patio-villa, each of which shall be located in a structure containing separate patio-villa 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 patio-villa owner shall in any way deface or change the color of the exterior of his patio-villa. Exterior walls, roof and the fencing around the courtyard are to be maintained by each patio-villa owner in quality condition at all times. Failure to maintain the patio-villa in such manner will result in a thirty (30) day notice to the patio-villa 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 patio-villa owner will be charged for the invoices delivered by such contractors, together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the patio-villa owner shall be responsible for attorney's fees and costs. Each patio-villa owner covenants and agrees that he will not decorate or alter the exterior or color of the exterior of the dwelling upon his property without the prior consent of the Association. If a patio-villa owner shall desire to decorate the exterior in a color and finish other than that supplied by the builder at the time of construction of the patio-villa units, then the consent of 50% of the members of the Association and all holders of first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a patio-villa owner to obtain any approval in writing or otherwise for the painting of exterior of his patio-villa in a color and finish consistent and compatible with the color and finish of the other patio-villa units. Normal maintenance of the roof of the patio-villa units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the patio-villa owners. The expense of such maintenance shall be borne proportionately by the patio-villa 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 patio-villa unit the repair or replacement shall be at the expense of said patio-villa owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one patio-villa owner, such negligent owner shall bear the entire cost of repair or replacement. If any patio-villa owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected patio-villa owner may have such roof repaired or replaced and shall be entitled to a lien on the patio-villa 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 patio-villa owner shall give, or shall have given a mortgage or mortgages upon the property,

amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessments for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at GARDEN HILLS. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due 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 such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association of a master policy basis which will cover all of the patio-villa structure. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the patio-villa structure. Each patio-villa structure owner shall insure any contents placed in the patio-villa structure after the closing as well as any additions made in or to the patio-villa structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the patio-villa owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the patio-villa buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and floor insurance, if required.

6. Each patio-villa owner shall automatically become a member of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., by virtue of acceptance of the deed of conveyance to his patio-villa. 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 patio-villa located within Development shall be subject to prior approval of the Board of Directors of the Association which approval shall not be unreasonably withheld.

7. The Association shall collect a monthly charge from each patio-villa 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, master television antenna system, if 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 patio-villa owner shall be respon-

the By-Laws of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., said assessment shall include pro-rata share of Association insurance premium. Any monthly charge not paid within ten days (10) after due shall carry a \$10.00 late charge.

8. Each patio-villa 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 of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the patio-villa owner. This use, is however, subject to the right of the individual patio-villa owner to the exclusive use of the parking spaces as assigned by the Association.

9. All mortgagees of patio-villa 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 patio-villas upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a patio-villa obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such patio-villa or chargeable to the former patio-villa owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said patio-villa is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the patio-villa owners including such acquirer, his successor or assigns.

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 right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any patio-villa owner. Provided, however, written joinder and consent of all mortgagees of any patio-villa unit shall be required. Further provided that no amendment shall affect in any way, the common area maintenance obligations of the GARDEN HILLS HOME OWNERS ASSOCIATION.

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 patio-villa unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause his patio-villa to be repaired and rebuilt substantially in accordance with the original architectural plans.

than the negligence or willful misconduct of a patio-villa owner, then patio-villa owners shall, at their joint expense, repair and rebuild said wall(s), and limited common property, and each patio-villa 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) patio-villa unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a patio-villa owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other patio-villa owner may have such wall repaired or reconstructed and shall be entitled to a lien on the patio-villa of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a patio-villa owner shall give, or shall have given, a mortgage or mortgages upon his patio-villa, 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 patio-villa unit owners. If a patio-villa 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 patio-villa owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any patio-villa owner removing his improvements from the party wall or making 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 damages caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary all necessary entries on the adjacent patio-villa 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 patio-villa unit to effect necessary repairs and reconstruction.

18. The owner of any patio-villa 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, nor make any alterations, additions or structural changes in the party wall. The owner of any such patio-villa unit shall have the right to the full use of said party walls, and limited common property for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining patio-villa 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

20. For purposes of providing for joint maintenance of commonly used areas, between Developer and Patio-Villas 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 and repairs to said areas shall be borne 30% by the Apartment Developer, and 70% by the Home Owners Association:

(a) Catch basin and corrugated pipe system on Palm Hill Drive and Garden Hills Circle in Unit One;

(b) Pipe running from catch basin on Garden Hills Circle to large lake in Unit One;

(c) Overflow corrugated pipe on North side of large lake running into L-7 Canal in Unit One.

II. LANDSCAPE BUFFER

(a) The Apartment Developer will maintain the landscape buffer bordering on the East side and North side and South side of the Apartment sites at its sole expense.

(b) The Home Owners Association will maintain the balance of landscape buffer which runs along the East - West - South - North borders of the Development, at its sole expense.

III. ROADWAYS

With regard to maintenance of commonly used roadways, all costs of maintenance and repairs of the following described roadways shall be borne 55% by the Apartment Developer and 45% by the Home Owners Association:

(a) Garden Hills Circle from Forest Hill Boulevard to Intersection of Palm Hill Drive.

(b) All of Palm Hill Drive.

21. Additional residential property and/or Common Area may be annexed to the Properties of Declarant without obtaining consent from any other party, including Owners or any mortgagees of any Lots. Such annexed lands shall be brought within the scheme

Home Owners Association shall be vested with powers of imposition and collection of liens set forth in Paragraph 2 & 7 of 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the patio-villas and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Paragraph 11 above.

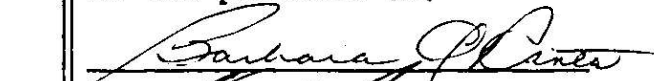
Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restraint violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court 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
5th day of May, 1982.

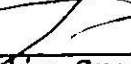
In the presence of:




GREEN FOREST HILL CORP., a
Florida corporation

By: 
Felix Granados, Jr., Pres.
(Corp. Seal)

FOREST HILL DEVELOPMENT CORP., a
Florida corporation

By: 
Felix Granados, Jr., Pres.
(Corp. Seal)

INVERSIONES BRUNANTE S.A., a
Panamanian Corporation

By: 
Gene Fernandez, Vice Pres.

LEGAL DESCRIPTION

Northeast corner of the Southeast 1/4 of Section 11, Township 44 South, Range 42 East, thence S 01° 11' 14" E
 the North 1/2 of the Southeast 1/4 of said Section 11 a distance of 1295.47; thence N 88° 11' 11" W a distance of
 1" E a distance of 1692.66 feet, thence N 01° 48' 49" E a distance of 2500.78 feet; thence N 01° 49' 05" E a distance of 50.00
 a curve concave to the Southeast through a central angle of 05° 08' 46" and having a radius of 300.00 feet
 to the point of tangency, thence N 06° 57' 35" E a distance of 84.52 feet to the point of curvature, thence along
 the Northwest through a central angle of 05° 08' 46" and having a radius of 300.00 feet a distance of
 of tangency, thence N 01° 48' 49" E a distance of 76.14 feet to the point of curvature, thence along the arc of
 Northwest through a central angle of 07° 47' 08" and having a radius of 520.00 feet a distance of 70.66
 feet, thence N 05° 58' 19" W a distance of 70.00 feet, thence S 84° 01' 41" W a distance of 95.00 feet,
 distance of 113.00 feet, thence N 88° 11' 11" W a distance of 386.00 feet, thence N 01° 48' 49" E a distance
 11" W a distance of 130.00 feet, thence S 01° 48' 49" W a distance of 10.00 feet, thence N 88° 11' 11" W a
 distance of 270.66 feet, thence N 88° 11' 11" W a distance of 614.98 feet, thence N 01° 49' 05" E a distance
 of 2436.54 feet, thence S 01° 11' 14" E a distance of 1225.35 feet to the
 containing 50.174 acres more or less

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 30, 1981, as shown by the records of this office.

The charter number for this corporation is 761282.

ARTICLES OF INCORPORATION

OF

GARDEN HILLS HOME OWNERS ASSOCIATION, INC.
A Florida Corporation Not For Profit

FILED
DEC 30 11 44 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

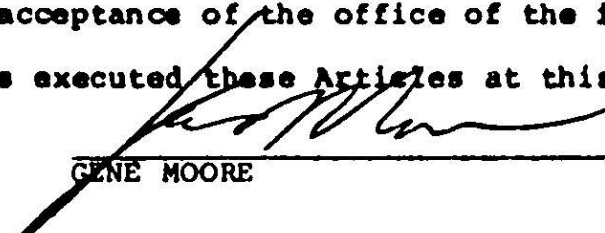
The name of the Corporation is: GARDEN HILLS HOME OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

The principal office of the Association is located at: 4805 Forest Hill Blvd., West Palm Beach, Florida 33406.

ARTICLE III

Gene Moore, whose street address of the office, place of business or location for service of process within this state is 639 East Ocean Ave., Suite 409, Boynton Beach, Florida 33435, 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.


GENE MOORE

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for

after 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 and 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 or 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 personal 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

(h) participate in mergers and consolidations with other non profit corporations organized for the same purposes of annex 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 Records 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 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 Lot which is subject to assessment by the Association.

ARTICLES VI

VOTING RIGHTS

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) the expiration of five years from the date on which the first lot is conveyed by the Declarant to a resident owner.

ARTICLE VII

DIRECTORS, OFFICERS AND INCORPORATORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association except that the initial Board of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors and Officers until the selection of their successors and who are also the subscribers to these Articles, are:

<u>Name</u>	<u>Address</u>
Felix Granados, Jr. President	4805 Forest Hill Boulevard West Palm Beach, FL 33406
Robert Grandados Vice President	4805 Forest Hill Boulevard West Palm Beach, FL 33406
Gene Fernandez Sec/Treasurer	4805 Forest Hill Boulevard West Palm Beach, FL 33406

The above-named individuals constitute incorporators hereunder. At the first annual meeting, the members shall elect two (2) Directors for a term of one year each, and three (3) Directors for a term of two years each. At each annual meeting thereafter, the members shall elect number of Directors to be elected for a

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 Declaration of Covenants and/or By-Laws.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent 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 or 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

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 WHEREOF, 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 21st day of Dec., A.D., 1981.

Signed, sealed and delivered
in the presence of:

Pauline Boucher

And J. N. Myers

Felix Granados, Jr.
FELIX GRANADOS, JR. President

Robert Granados
ROBERT GRANADOS Vice-President

Gene Fernandez
GENE FERNANDEZ Sec./Treasurer

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared FELIX GRANADOS, JR., ROBERT GRANADOS and GENE FERNANDEZ 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 21st day of Dec., A.D., 1981.

Pauline J. Boucher
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**

ARTICLES 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 were filed in the Office of the Secretary of State on the 30th day of December 1981. The Association has been organized for the purpose of owning and operating 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 the Association shall be at 4805 Forest Hill Boulevard, West Palm Beach, Florida 33406.

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 "patio-villas" shall include villas located in duplex improvements on parcels of land connected with this development.

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 cast 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 (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present 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 patio-villas shall be entitled to cast one vote as the owner of a patio-villa unless the decision to be made is elsewhere required to be determined in another manner.

2. If a patio-villa is owned by one person his right to vote shall be established by the record title to his patio-villa. If any patio-villa is owned by more than one person, or is under lease, the person entitled to cast the vote for the patio-villa shall be designated by a certificate signed by all of the record owners of the patio villa and filed with the Secretary of the Association. If a patio-villa is owned by a corporation, the person entitled to cast the vote for the patio-villa 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 Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the patio-villa.

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

H. The order of Business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. 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.

I. Proviso Provided, however, that until the Developer of GARDEN HILLS has completed all of the contemplated improvements and closed the sales of all of the patio-villa located at GARDEN HILLS, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

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

6. Provided, however, that until the Developer of GARDEN HILLS has completed all of the contemplated improvements and closed the sales of all of the patio-villas at the GARDEN HILLS Patio-Villas, or until the Developer elects to terminate its control of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

C. 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.

D. 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.

E. 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.

F. 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 telegraph, which notice shall state the time, place and purpose of the meeting.

G. 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.

H. 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 Articles of Incorporation, or these By-Laws.

I. 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.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in

L. The order of business at Directors' meetings shall be:

1. Calling 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.

M. Directors' fees, if any, shall be determined by members.

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 officers 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.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences so 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 created 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 of 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:

(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; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all patio-villas at GARDEN HILLS, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 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 in twelve equal installments on the first days 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 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 or liability therefore is incurred by the Association.

D. Acceleration of assessment installments upon default.
If a patio-villa owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may

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 patio-villa owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the patio-villa 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 an 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 at 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:

C. Proviso. Provided, however, that no amendment shall discriminate against any patio-villa owner nor against any patio-villa or class group of patio-villas unless the patio-villa owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Execution and 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 certificate 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 30th day of December, 1981

GARDEN HILLS HOME OWNERS ASSOCIATION,
INC.

By: _____

RESIDENTS

Secretary



NOT A CERTIFIED COPY

RULES AND REGULATIONS FOR
GARDEN HILLS

1. No Owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty pounds. Pets shall be on a leash at all times when not confined within the Owner's patio-villa or courtyard. Dogs shall not be walked on grass other than immediately surrounding Owner's courtyard. Patio-villa Owners shall be limited to one (1) pet per unit.
3. Trash will be placed in containers approved by Waste Removal Company. For sanitary purposes, all trash, except newspapers, shall be in a plastic bag and tied securely before being placed in trash receptacles or waste company vehicles.
4. Barbecue cookers shall be used in courtyard only, and must be stored in Owner's patio-villa out of sight.
5. No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever.
6. Bicycles, toys, or clutter shall not be left outside, or in carports, at anytime. Bicycles, toys or clutter so left shall be impounded. Such articles must be stored within the Owner's patio-villa. Carports must be kept clean at all times and may not be used for storage.
7. There shall be no assembling or disassembling of motore vehicles except for ordinary maintenance of the changing of a tire, battery, etc.
8. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained as to not create an eyesore in the community.
9. No children under the age of twelve (12) years of age shall reside in any unit, with a maximum of one child per unit. Parents shall be responsible to the Association for any property damage to the common areas caused by their children.
10. Owners and their guests must use only those parking spaces assigned to that particular patio-villa. Parking in other assigned spaces or on the grass surrounding the patio-villa structures will result in the vehicle being towed away at the Owner's expense.
11. In addition to the foregoing, all Owners and Lessees of dwellings in Garden Hills shall abide by the Provisions of the Protective Covenants, Conditions and Restrictions for Garden Hills, and the Articles of Incorporation and By-laws of Garden

GENE MOORE
 LAWYER
 P O BOX 910
 2 EAST OCEAN AVENUE
 SUITE 400
 MYRTON BEACH FLORIDA
 33435

12. No sale, conveyance, or lease of any unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of Garden Hills Home Owners Association, Inc., in writing.

GARDEN HILLS HOME OWNERS ASSOCIATION,
INC.

SECRET
NO FOREIGN DISSEM
CLASSIFICATION
CLASSIFICATION

THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33435

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND PARTY WALL AGREEMENT
OF
GARDEN HILLS

A Patio-Villas Community
Palm Beach County, Florida

The undersigned Declarants hereby make the following
amendment to Declaration of Covenants of GARDEN HILLS, recorded
in O.R.B. 3723, Page 1443:

Subject Declaration of Covenants be and the same is
hereby amended by adding the following provision:

"22. If for any reason the Home Owners' Association,
GARDEN HILLS HOME OWNERS ASSOCIATION, INC. should be dissolved,
abandoned or otherwise be unable to effectively operate, a
majority of homeowners be and they are hereby authorized to elect
and designate a committee which shall be legally empowered to
perform and execute any and all powers previously vested in the
Home Owners' Association, including but not limited to imposition
and collection of assessments and administrative operational
powers to protect and preserve properties located within the
development."

IN WITNESS WHEREOF, we have set our hands and seals this
15th day of October, 1982.

In the presence of:

GREEN FOREST HILL CORP.,
a Florida corporation

By: Felix Granados, Jr., Pres.
(Corp. Seal)

FOREST HILL DEVELOPMENT CORP.,
a Florida corporation

By: Felix Granados, Pres.
(Corp. Seal)

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

INVERSIONES BRUNANTE, S.A.,
a Panamanian corporation
By: Gene Fernandez, Vice Pres.
(Corp. Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day before me, an officer
duly qualified to take acknowledgments, personally appeared FELIX
GRANADOS, JR., Pres. of GREEN FOREST HILL CORP., and FELIX GRANADOS,
SR., Pres. of FOREST HILL DEVELOPMENT CORP., and GENE FERNANDEZ,
Vice Pres. of INVERSIONES BRUNANTE S.A., a Panamanian corporation,
to me known to be the persons described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State
of Florida this 15th day of October, A.D., 1982.
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 23, 1984
BONDED THRU GENERAL INS. UNDERWRITERS
My commission expires:

Gene Fernandez, Vice Pres.
NOTARY PUBLIC - State of Florida at Large

GENE MOORE
LAWYER
P. O. BOX 910
639 EAST OCEAN AVENUE
SUITE 409
BOYNTON BEACH, FLORIDA
33435

82 165210

1982 OCT 18 PM 2:07

B3810 P1043

DEDICATION AND EASEMENT GRANT

The undersigned owners of the property more particularly described in Schedule A attached hereto and hereby made a part hereof, hereby dedicate, grant and convey unto GARDEN HILLS HOME OWNERS ASSOCIATION, INC., a 20' wide drainage easement on, over, and under said described parcel.

By acceptance of this grant, Grantee agrees to assume and maintain all drainage facilities located in said easement area.

DATED this 6th day of January, 1983.

In the presence of:

FOREST HILL DEVELOPMENT CORP.

By: Felix Granados Sr. President
(Corp. Seal)

GREEN FOREST HILL CORP.

By: Felix Granados, Jr. President
(Corp. Seal)

INVERSIONES BRUNANTE, S.A.

By: Eugenio Fernandez Vice P.
(Corp. Seal)

D/B/A FOREST HILL VENTURE

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared FELIX GRANADOS, SR., FELIX GRANADOS, JR., EUGENIO FERNANDEZ, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Presidents and Vice-Presidents of Forest Hill Development Corp., Green Forest Hill Corp., and Inversiones Brunante, S.A., and severally acknowledge to and before me that they executed such instrument as such officers of said corporations, and that the seals affixed to this instrument are the corporate seals of said corporations and that they were affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporations. WITNESS my hand and official seal this 6th day of January, 1983.

Barbara P. Kanta
NOTARY PUBLIC
State of Florida at Large
My commission expires SEPT 23 1984
BONDED THRU GENERAL INS. UNDERWRITERS

The undersigned Grantee hereby accepts terms and provisions of above and foregoing Dedication and Easement Grant.

In the presence of:

GARDEN HILLS HOME OWNERS ASSOCIATION, INC.

By: Felix Granados, Jr. President
(Corp. Seal)

"GRANTEE"

83 002781

1983 JAN -6 PM 4:08

B3857 P1318

RETURN TO:

PREPARED BY

GENE MOORE
LAWYER
P. O. BOX 910
839 EAST OCEAN AVENUE
SUITE 409
BOYNTON BEACH, FLORIDA
33435

SCHEDULE A

20 FEET WIDE DRAINAGE EASEMENT

COMMENCE AT THE N.W. CORNER OF THE SOUTHEAST
1/4 OF SECTION 11, TOWNSHIP 44 SOUTH RANGE 42 EAST
IN PALM BEACH COUNTY FLORIDA; THENCE RUN S. 01°
49' 05" W. ALONG THE WEST LINE OF THE ABOVE
MENTIONED SOUTHEAST 1/4 A DISTANCE OF 557.38 FEET;
THENCE RUN S. 88° 10' 55" E. A DISTANCE OF 50.00
FEET, TO THE POINT OF BEGINNING OF THE CENTER
LINE OF A 20.00 FEET WIDE DRAINAGE EASEMENT; THENCE
RUN S. 88° 10' 55" E. A DISTANCE OF 321.07 FEET;
THENCE RUN S. 69° 10' 06" E. A DISTANCE OF 323.54
FEET TO THE POINT OF TERMINATION OF THE CENTER
LINE OF THE DRAINAGE EASEMENT.

NOT A CERTIFIED COPY

B3857 P1319

**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

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

83 023300

1983 FEB -8 PM 4:55

B3877 P1908

THIS DOCUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33486

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND PARTY WALL AGREEMENT
OF
GARDEN HILLS

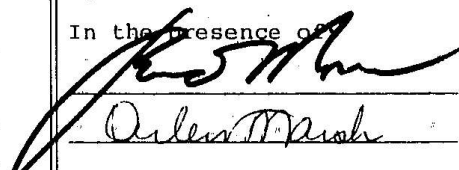
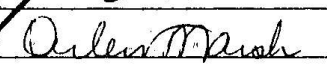
A Patio-Villas Community
Palm Beach County, Florida

The undersigned Declarants hereby make the following
amendment to Declaration of Covenants of GARDEN HILLS, recorded
in O.R.B. 3723, Page 1443: and as amended in Official Record Book 3810,
Page 1043 of the Public Records of Palm Beach County, Florida.

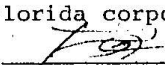
Subject Declaration of Covenants be and the same is
hereby amended by adding the following provision:

"23. Pursuant to provisions of Paragraph 21 of original
Declaration of Covenants, Conditions and Restrictions, the
property more particularly described in attached legal description,
otherwise known as Garden Hills Unit Two is hereby annexed to
properties covered by said original Declaration and brought
within scheme of this Declaration, and said property shall be
subject to all terms, protective covenants, and conditions of
these restrictions as fully as though said annexed lands were
included within original Declaration."

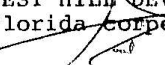
IN WITNESS WHEREOF, we have set our hands and seals this
7th day of January, 1983.

In the presence of



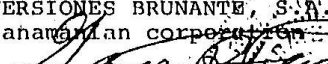
GREEN FOREST HILL CORP.
a Florida corporation

By: 
Felix Granados, Jr., Pres.
(Corp. Seal)

FOREST HILL DEVELOPMENT CORP.
a Florida corporation

By: 
Felix Granados, Sr., Pres.
(Corp. Seal)

INVERSIONES BRUNANTE, S.A.
a Panamanian corporation

By: 
Gene Fernandez, V. Pres.
(Corp. Seal)

Return: Gene Moore
P. O. Box 910
Boynton Beach, Fla.

Rec. - 7.60
Fla. St. -
Surtax -
Intang. -

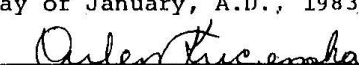
9.60

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 FELIX
GRANADOS JR., Pres. of GREEN FOREST HILL CORP., and FELIX GRANADOS
SR., Pres. of FOREST HILL DEVELOPMENT CORP., and GENE FERNANDEZ,
Vice Pres. of INVERSIONES BRUNANTE S.A., a Panamanian corporation,
to me known to be the persons described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 7th day of January, A.D., 1983.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 25 1983
BONDED THRU GENERAL INS. UNDERWRITERS
My commission expires:


NOTARY PUBLIC
State of Florida at Large

GENE MOORE
LAWYER
P. O. BOX 910
639 EAST OCEAN AVENUE
SUITE 400
BOYNTON BEACH, FLORIDA
33435

LEGAL DESCRIPTION

northeast corner of the Southeast 1/4 of Section 11, Township 44 South, Range 42 East, thence East line of the North 1/2 of the Southeast 1/4 of said Section 11 a distance of 1295.47; thence a distance of 848.17 feet; thence N. 01°48'49"E. a distance of 50.00 feet to the Point of Beginning; thence a distance of 357.67 feet to the point of curvature, thence along the arc of a curve concave to the left an angle of 05°08'46" and having a radius of 300.00 feet a distance of 26.94 feet to the point of tangency; thence a distance of 84.52 feet to the point of curvature; thence along the arc of a curve concave to the left an angle of 05°08'46" and having a radius of 300.00 feet a distance of 26.94 feet to the point of tangency; thence a distance of 76.14 feet to the point of curvature; thence along the arc of a curve through a central angle of 07°47'08" and having a radius of 520.00 feet a distance of 70.66 feet; thence N. 05°58'19"W. a distance of 70.00 feet; thence S. 84°01'41"W. a distance of 95.00 feet; thence a distance of 113.00 feet; thence N. 89°11'11"W. a distance of 386.00 feet; thence N. 01°48'49"E. a distance of 130.00 feet; thence S. 01°48'49"W. a distance of 16.00 feet; thence a distance of 406.00 feet; thence S. 84°53'57"W. a distance of 12.65 feet; thence N. 88°11'11"W. a distance of 48'49"W. a distance of 274.96 feet; to the Point of curvature; thence along the ARC of a curve concave to the left a central angle of 05°59'49" and having a radius of 300,000 feet a distance of 31.40 feet to the point of tangency; thence S. 07°48'38"W. a distance of 80.00 feet; thence S. 01°48'49"W. a distance of 193.39 feet; thence a distance of 35.36 feet; thence S. 88°11'11"E. a distance of 130,000; thence N. 43°11'11"W. a distance of 48'49"E. a distance of 193.39 feet; thence N. 04°11'00"W. a distance of 80.00 feet to the point of tangency; thence along the arc of a curve concave to the Northeast through a central angle of 05°59'49" and having a radius of 31.40 to the point of tangency; thence N. 01°48'49"E. a distance of 82.70 feet; thence a distance of 530.52 feet; thence S. 01°48'49"W. a distance of 301.00 feet thence S. 88°11'11"E. a distance of 48'49"W. containing 10.811 acres more or less.

B3877 P1909

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

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND PARTY WALL AGREEMENT
OF
GARDEN HILLS

A Patio-Villas Community
Palm Beach County, Florida

The undersigned Declarants hereby make the following amendment to Declaration of Covenants of GARDEN HILLS, recorded in O.R.B. 3723, Page 1443, as amended in O.R.B. 3810, Page 1043, and O.R.B. 3877, Page 1908, Public Records of Palm Beach County, Florida.

Subject Declaration of Covenants be and the same is hereby amended by adding the following provisions:

"23. Pursuant to provisions of Paragraph 21 of original Declaration of Covenants, Conditions and Restrictions, the property more particularly described in attached legal description, otherwise known as Garden Hills Unit Three, is hereby annexed to properties covered by said original Declaration and brought within scheme of this Declaration, and said property shall be subject to all terms, protective covenants, and conditions of these restrictions as fully as though said annexed lands were included within original Declaration.

IN WITNESS WHEREOF, we have set our hands and seals this
19th day of August, 1983.

In the presence of:

GREEN FOREST HILL CORP.,
a Florida corporation

By: Felix Granados, Jr. Pres.
(Corp. Seal)

FOREST HILL DEVELOPMENT CORP.,
a Florida corporation

By: Felix Granados, Sr. Pres.
(Corp. Seal)

INVERSIONES BRUNANTE, S.A.,
a Panamanian corporation

By: Eugene Fernandez, V. Pres.
(Corp. Seal)

Return: Gene Moore
P. O. Box 910
Boynton Beach, Fla.

Rec. - 960
Fla. St. -
Surtax -
Intang. -

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 FELIX GRANADOS, JR., Pres. of GREEN FOREST HILL CORP., and FELIX GRANADOS, SR., Pres. of FOREST HILL DEVELOPMENT CORP., and EUGENE FERNANDEZ, Vice Pres. of INVERSIONES BRUNANTE, S.A., a Panamanian corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 19th day of August, A.D., 1983.

My commission expires:

NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEP-24 1986
BONDED THRU GENERAL INSURANCE UND

85 070800

1985 APR -1 PM 2:56

THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33435

B4505 P1564

GENE MOORE
LAWYER
P. O. BOX 910
839 EAST OCEAN AVENUE
SUITE 409
BOYNTON BEACH, FLORIDA
33435

LEGAL DESCRIPTION

nce at the Northeast corner of the Southeast 1/4 of section 11, Township 44 South Range 42 East; south 37° 33' 24" West a distance of 86.28 feet; thence Run North 88° 13' 22" West a distance to the point of Beginning; thence run South 01° 46' 38" West a distance of 330.00 feet thence run 22" West a distance of 60.00 feet to a Point on a curve which bears North 88° 13' 22" West from said curve; thence along the arc of said curve, having a radius of 580.00 feet, through a central angle of 4° 57' a distance of 78.44 feet to the point of tangency; thence run South 05° 58' 19" East a distance of 3.00 feet; thence run South 84° 01' 41" West a distance of 95.00 feet; thence run South 05° 58' 19" East a distance of 10.00 feet; thence run North 88° 11' 11" West a distance of 386.00 feet; thence run North 01° 48' 49" West a distance of 16.00 feet; thence run North 88° 11' 11" West a distance of 130.00 feet; thence run 53° 57" West a distance of 12.65 feet; thence run South 01° 48' 49" West a distance of 406.00 feet; thence run South 78° 51' 26" East a distance of 530.52 feet; thence run South 01° 48' 49" West a distance of 192.26 feet; thence run North 88° 11' 11" West a distance of 513.50 feet; thence run South 43° 11' 11" East a distance of 36 feet; thence run North 88° 11' 11" West a distance of 130.00 feet; thence run North 46° 48' 49" East a distance of 35.36 feet; thence run North 88° 11' 11" West a distance of 605.01 feet thence run North 88° 13' 22" East a distance of 1735.45 feet; thence run South 88° 13' 22" East a distance of 1735.45 feet Beginning containing 36.12 Acres more or less.

B4505 P1565

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**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

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

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND PARTY WALL AGREEMENT OF
GARDEN HILLS

A Patio-Villas Community
Palm Beach County, Florida.

THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY AT LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33435

The undersigned Declarants hereby make the following amendment to Declaration of Covenants of GARDEN HILLS, recorded in O.R.B. 3723, Page 1443; and amended in O.R.B. 3810, Page 1043, and in O.R.B. 3877, Page 1908, Public Records of Palm Beach County, Florida.

Subject Declaration of Covenants be and the same is hereby amended by adding the following provision.

"24. Pursuant to provisions of Paragraph 21 of original Declaration of Covenants, Conditions and Restrictions, the property more particularly described in attached legal description, otherwise known as Garden Hills Unit Three* is hereby annexed to properties covered by said original Declaration and brought within scheme of this Declaration, and said property shall be subject to all terms, protective covenants, and conditions of these restrictions as fully as though said annexed lands were included with original Declaration."

IN WITNESS WHEREOF, we have set our hands and seals
this 20th day of March, 1984.

In the presence of:

GREEN FOREST HILL CORP.,
a Florida corporation

By: Felix Granados, Jr. Pres.
(Corp. Seal)

FOREST HILL DEVELOPMENT CORP.,
a Florida corporation

By: Felix Granados, Sr. Pres.
(Corp. Seal)

INVERSIONES BRUNANTE, S.A.,
a Panamanian corporation
By: Gene Fernandez, V.P.
(Corp. Seal)

* recorded in Plat Book 46 at
Pages 200, 201, 202 and 203 of
the Public Records of Palm Beach
County, Florida. Return: 460

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 FELIX GRANADOS, JR., Pres. of GREEN FOREST HILL CORP., and FELIX GRANADOS, SR., Pres. of FOREST HILL DEVELOPMENT CORP., and GENE FERNANDEZ, Vice Pres. of INVERSIONES BRUNANTE, S.A., a Panamanian corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 20th day of March, 1984.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

GENE MOORE
LAWYER
P. O. BOX 910
839 EAST OCEAN AVENUE
SUITE 409
BOYNTON BEACH, FLORIDA
33435

84 065406

88 MAR 28 AM 10:27

84195 P0257

LEGAL DESCRIPTION

ence at the Northeast corner of the Southeast 1/4 of section 11, Township 42 South Range 42 East, South 37° 33' 24" West a distance of 86.28 feet, thence Run North 88° 13' 22" West a distance of 113.00 feet to the point of Beginning; thence run South 01° 46' 38" West a distance of 330.00 feet thence run 3' 22" West a distance of 60.00 feet to a Point on a curve which bears North 88° 13' 22" West from of said curve; thence along the arc of said curve having a radius of 580.00 feet through a central angle of 44° 57' a distance of 78.44 feet to the point of tangency, thence run South 05° 58' 19" East a distance of 113.00 feet thence run South 84° 01' 41" West a distance of 95.00 feet, thence run South 05° 58' 19" East a distance of 113.00 feet thence run North 88° 11' 11" West a distance of 386.00 feet; thence run North 01° 48' 49" East a distance of 10.00 feet, thence run North 88° 11' 11" West a distance of 130.00 feet; thence run North 84° 53' 57" West a distance of 12.65 feet, thence run South 01° 48' 49" West a distance of 192.26 feet, thence run South 78° 51' 26" East a distance of 530.52 feet, thence run South 01° 48' 49" West a distance of 35.36 feet, thence run North 88° 11' 11" West a distance of 513.50 feet, thence run South 43° 11' 11" East a distance of 35.36 feet, thence run North 88° 11' 11" West a distance of 130.00 feet, thence run North 46° 48' 49" East a distance of 1172.13 feet; thence run South 88° 13' 22" East a distance of 605.01 feet thence run North of Beginning containing 36.12 Acres more or less.

B4195 P0258

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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

CERTIFICATE OF AMENDMENT TO THE
RULES AND REGULATIONS FOR
GARDEN HILLS HOME OWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3723 at Page 1443; and

WHEREAS, the Rules and Regulations for Garden Hills Home Owners Association, Inc., are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Garden Hills Home Owners Association, Inc., a Florida not-for-profit corporation, the aforementioned Rules and Regulations, an Exhibit to the Declaration, were amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Rules and Regulations, attached as an Exhibit hereto, is a true and correct copy of the amendments to the Rules and Regulations as amended by the Board of Directors.

WITNESS my signature hereto this 29 day of JANUARY, 1987, at West Palm Beach, Palm Beach County, Florida.

GARDEN HILLS HOME OWNERS
ASSOCIATION, INC.

By: Edgar H. Talley President

Witness

Witness

Attest: Stephen Burns Secretary

1360
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day before me personally appeared Edgar H. Talley and Stephen Burns, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at West Palm Beach, Palm Beach County, Florida this 29 day of JANUARY, 1987.

Donis L. Leathwood
Notary Public, State of
Florida at Large

My commission expires:

Notary Public, State of Florida

My Commission Expires Feb. 6, 1990

Bonded Thru Troy Talmadge, Inc.

RETURN TO:

This instrument prepared by:
SHERRY D. McMILLAN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A. • REFLECTIONS BUILDING • 450 AUSTRALIAN AVENUE SOUTH • SUITE 720 • WEST PALM BEACH, FL 33401
TELEPHONE (305) 655-5444

RULES AND REGULATIONS
FOR GARDEN HILLS

(additions indicated by underlining;
deletions indicated by "---")

1. No Owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.

2. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat. ~~which shall not exceed forty pounds.~~ Pets shall be on a leash at all times when not confined within the Owner's patio-villa or courtyard. Dogs shall not be walked on the grass other than immediately surrounding Owner's courtyard. Patio-villa Owners shall be limited to one (1) pet per unit. Owners shall pick up and clean up after their pets.

3. Trash will be placed in containers approved by Waste Removal Company. For sanitary purposes, all trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash receptacles or waste company vehicles.

4. Barbecue cookers shall be used in courtyard only, and must be stored in Owner's patio-villa out of sight.

5. No clothes or similar articles shall be hung on balconies or outdoors, ~~for any purpose whatsoever.~~ if visible from outside of patio-villa from all sides.

6. Bicycles, toys, or clutter shall not be left outside or in carport at any time. Bicycles, toys or clutter so left shall be impounded. Such articles must be stored within the Owner's patio-villa. Carports must be kept clean at all times and may not be used for storage.

7. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance of the changing of a tire or battery, etc.

8. Large trucks (trucks rated over one (1) ton), boats, trailers, motor homes, buses, airplanes (assembled or disassembled), and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained as to not create an eyesore in the community. Violations of this rule shall result in the prohibited vehicle being towed away at the Owner's expense.

9. ~~No children under the age of twelve (12) years of age shall reside in any unit with a maximum of one child per unit.~~ Parents shall be responsible to the Association for any property damage to the common areas caused by their children.

10. Owners and their guests must use only those parking spaces assigned to that particular patio-villa. Parking in other assigned spaces ~~or the grass surrounding the patio-villa structure~~ any area other than each Owner's assigned parking

12. No sale, conveyance, or lease of any unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of Garden Hills Home Owners Association, Inc., in writing. The Board of Directors has the authority to charge a transfer fee for evaluating proposed sales, leases, and other conveyances.

13. No "For Sale" or real estate or other type of sign shall be visibly placed upon any unit property within the development, ~~other--than--promotional--signs--belonging--to--the Developer~~ unless the following requirements are met. Signs may only be displayed from inside windows or sliding glass doors. Signs may be no larger than 24" by 24". Only one sign per patio-villa, at one time, is permitted.

14. Exterior radio or television antennae are prohibited.

15. Members of the Board of Directors shall be permanent residents of the community, current in their assessments, be in compliance, and have a history of being in compliance with, the homeowner documents. Directors must also be able to read, write and speak the English language.

NOT A CERTIFIED COPY

85174 R0265

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

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A. • REFLECTIONS BUILDING • 450 AUSTRALIAN AVENUE SOUTH • SUITE 720 • WEST PALM BEACH, FL 33401
TELEPHONE (305) 655-5444

RETURN TO:

Instrument prepared by:
BROWN DAN, ESQ.
BLACKBURN POLIAKOFF & STREITFELD, P.A.
COLLECTIONS BUILDING
459 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

FEB-25-1991 02:53pm 91-051123

ORB 6737 Pg 1983

CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS FOR GARDEN HILL HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for GARDEN HILL has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3723 at Page 1443; and

WHEREAS, the Rules and Regulations for GARDEN HILLS HOME OWNERS ASSOCIATION, INC. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of GARDEN HILLS HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, the aforementioned Rules and Regulations, an Exhibit to the Declaration, were amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the amendments to the Rules and Regulations, attached as Exhibit "A" hereto, are a true and correct copy of the amendments as amended by the Board of Directors.

WITNESS my signature hereto this 17th day of February, 1991, at West Palm Beach, Palm Beach County, Florida.

GARDEN HILLS HOME OWNERS ASSOCIATION, INC.

Witness
[Signature]
Witness
[Signature]

By: [Signature] President
Attest: [Signature] Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day before me personally appeared Robert DiCristi and William Casanova, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at West Palm Beach, Palm Beach County, Florida this 17th day of February, 1991.

Melanie C. Lianorte
Notary Public, State of
Florida at Large

My commission Notary Public State of Florida
My Commission Expires Sept. 25, 1994

Exhibit "A"

AMENDMENT TO THE RULES AND REGULATIONS FOR
GARDEN HILL VILLAS HOMEOWNERS ASSOCIATION

(additions indicated by underlining;
deletions indicated by "----")

1. No Owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys' fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat. Pets shall be on a leash at all times when not confined within the Owner's patio-villa or courtyard. Dogs shall not be walked on the grass other than immediately surrounding Owner's courtyard. ~~Patio-villa-Owners-shall-be-limited-to one-(1)-pet-per-unit-~~ Owners shall pick up and clean up after their pets. Note: No pets or animals are allowed in the Clubhouse or pool area in accordance with Health Department regulations.
3. Trash will be placed in containers approved by the waste removal company. For sanitary purposes, all trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash receptacles or waste company vehicles.
4. Barbecue cookers shall be used in courtyard only, and must be stored in Owner's patio-villa out of sight.
5. No clothes or similar article shall be hung on balconies or outdoors if visible from outside of patio-villa from all sides.
6. Bicycles, toys or clutter (for example: garbage cans, boxes, mops, etc.) shall not be left outside or in carport at any time. Bicycles, toys or clutter so left shall be impounded. Such articles must be stored within the Owner's patio-villa. Carports must be kept clean at all times and may not be used for storage.
7. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance of the changing of a tire or battery, etc.
8. Large trucks (trucks rated over one (1) ton), boats, trailers, motor homes, buses, airplanes (assembled or disassembled), and other such vehicles shall not be allowed to park overnight from dusk to dawn in the parking areas, ~~except as allowed by the Association.~~ All motor vehicles

10. Owners and their guests must use only those parking spaces assigned to that particular patio-villa. Parking in other assigned spaces or the grass surrounding the patio-villa structure and any area other than each Owner's assigned parking spaces for their particular patio-villa will result in the vehicle being towed away at the Owner's expense. Note: Parking on grass alongside assigned parking spaces causes damage to main water lines, sprinklers, etc.
11. In addition to the foregoing, all Owners and Lessees of dwellings in Garden Hills shall abide by the provisions of the protective covenants, conditions and restrictions for Garden Hills, and the Articles of Incorporation and By-Laws of Garden Hills Home Owners Association, Inc.
12. No sale, conveyance, or lease of any unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of Garden Hills Home Owners Association, Inc., in writing. The Board of Directors has the authority to charge a transfer fee for evaluating proposed sales, leases, and other conveyances. Note: All unit owners who plan to rent their units on their own, or through a realtor, must contact the office of the Association for guidelines and approval of such lease arrangements.
13. No "For Sale" or real estate or other type of sign shall be visibly placed upon any unit property within the Development, unless the following requirements are met. Signs may only be displayed from inside windows or sliding glass doors. Signs may be no larger than 24" by 24". Only one side per patio-villa, at one time, is permitted.
14. Exterior radio or television antennas are prohibited. No changes are allowed to the exterior of a unit without written permission of the Board of Directors.
- ~~15. Members--of--the--Board--of--Directors--shall--be--permanent residents of the Community, current in their assessments, be in compliance, and have a history of being in compliance with, the homeowner documents.--Directors must also be able to read, write and speak the English language.~~
15. If any of these Rules and Regulations are violated or ignored, you will be notified by mail. The Screening Committee may deem it necessary for you to appear at a special time and date to discuss the violation.

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

This instrument prepared by and return to:
Nancy E. Ross, Esquire
ST. JOHN, CORE, FIORE & LEMME, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

05/16/2002 16:11:06 20020251283
OR BK 13714 PG 0675
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS FOR
GARDEN HILLS HOME OWNERS
ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached hereto as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Amended Rules and Regulations for Garden Hills Home Owners Association, Inc. The original Rules and Regulations for Garden Hills Home Owners Association, Inc. Declaration are recorded in the Official Records of Palm Beach County at Official Records Book 5174, Page 263, et seq., with amendments thereto recorded in Official Records Book 5737, at Page 1983, et seq.

DATED this 29th day of MARCH, 2002

As to witnesses:

GARDEN HILLS HOME OWNERS
ASSOCIATION, INC.

Wm. A. Davis
Witness

By: Judy Theobald
JUDY THEOBALD, President
Printed Name

Wm. R. Berg
Witness

Attest: Bruce R. Berg
Bruce R. Berg, Secretary
Printed Name

(Seal)

STATE OF FLORIDA)
COUNTY OF _____)

☒ The foregoing instrument was acknowledged before me this 29th day of March, 2002, by Judy Theobald, as President, and by Bruce R. Berg, as Secretary, of Garden Hills Home Owners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and did take an oath.

Harriet C. [Signature]
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

(SEAL)

AMENDMENT TO THE AMENDED RULES AND REGULATIONS FOR GARDEN HILLS HOMEOWNERS ASSOCIATION, INC.

The Rules and Regulations for Garden Hills Home Owners Association, Inc. are recorded in the Official Records of Palm Beach County at Official Records Book 5174, Page 263, et seq., with amendments thereto recorded in Official Records Book 6737, at Page 1983, et seq.

Words underlined are added and words ~~stricken through~~ are deleted.

Rule 3 of the Amended Rules and Regulations for Garden Hills Homeowners Association, dated September 18, 1995, is amended to read as follows:

3. NO SALE, CONVEYANCE, LEASE, OR ROOM RENTED OUT IN GARDEN HILLS SHALL BE VALID UNLESS PRIOR APPROVAL IS OBTAINED FROM THE BOARD OF DIRECTORS OF G.H.H.O.A., INC. IN WRITING. The Board has the authority to charge a processing fee for evaluating proposed sales, leased and other conveyances. Note: All Owners who plan to rent their units on their own, or through a Realtor, must contact the office of the Association for guidelines and approvals of such lease arrangements. The total number of rentals permitted within Garden Hills will be ten percent (10%) of the number of homes in the community, or a total of twenty-two (22) houses. As one rental property is sold, it will allow another property to be available for rental. The total may never exceed twenty-two (22) rented units. Owners desiring to rent their property must request approval in writing and be placed on a waiting list.