

# TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

## Rules and Regulations

# AMENDMENT TO THE RULES AND REGULATIONS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

## **LEGAL**

Unit Owner acknowledges that they have been provided a copy of the Declaration of Restrictions, Articles of Incorporation, By-laws and the Rules and Regulations and are required to abide by them. Unit owners may be assessed for enforcement costs incurred by the Association.

## **PARKING**

1. Absolutely no parking on the grass. No parking on the streets between 12:00 A.M. (midnight) and 6:00 A.M.
2. Vehicles must be parked in a designated parking area. Each unit is assigned two parking spaces. Only one vehicle may be parked in each space. There is no guest parking, please arrange for offsite parking.
3. Parking unlicensed, inoperative, commercial vehicles, trailers, mobile homes, campers, camper cars, boats or any other recreational vehicles or items are not allowed.
4. Vehicles may not be repaired in the parking lots or streets. Unit Owner(s) shall be liable for the cost to clean up oil, gas, transmission fluid, etc.
- ~~5. Each unit receives two parking stickers and two parking hangtags. The parking stickers must always be visible when the vehicle is on Association property.~~
6. Vehicles parked in prohibited areas, or parked in violation of the Rules and Regulations will be booted or towed at the owner's expense.

## **BUILDING/UNITS**

7. Unit number signs are for delivery and emergency personnel so that they can find your unit efficiently, they are not for mailing purposes. Mail will not be delivered if you use your unit number.
8. "For sale", "for rent" or any other types of signs are not allowed.
9. Do not paint the balconies.
10. Unit owners are responsible for any damage to the roofs from air conditioning companies or anyone else hired by the unit owner.

## **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**

### **Rules and Regulations**

11. The Board must be provided with a copy of the permit/permit number for any new air conditioning units prior to installation.
12. The Board has the right to enter the patio area for repairs and maintenance.
13. Holiday decorations can be put up no earlier than one month before a holiday and must be taken down no later than one month afterwards.
14. An approved Architectural Review Board (ARB) form is required for any exterior alteration, repair, modification, or construction.
15. Any unit owner who ~~owes the HOA more than \$1,950 and~~ is over ~~90~~ sixty (60) days ~~late~~ past due in the payment of any assessment or any fine in excess of one thousand dollars (\$1,000.00) will be referred to ~~the HOA lawyer to start the debt collection process.~~ collections. Following the sending of a Notice of Late Assessment by the Association, the file will be referred to the Association's attorney to continue the collections process by placing a lien against the property of the non-paying owner and, if necessary, foreclosing upon the lien to collect the amounts owed.

### **COMMON GROUNDS**

16. Yard sales must be approved by the Board.
17. Garbage is to be placed out on Monday and Thursday nights after 6:00 P.M.
18. Recycling is picked up on Tuesdays. Large items, furniture, etc. will be picked up on Fridays.
19. Return garbage cans to your patio after pickup on Tuesday and Friday.
20. Pick up any trash left by the sanitation department.
21. Tampering with the sprinkler heads or any other part of the sprinkler system is prohibited; Unit Owner(s) shall be liable for any damage caused to the sprinkler system.
22. Children must always be supervised when playing on common grounds.
23. Toys, bicycles, etc., are not to be left on walkways, lawns, parking lots or streets.
24. Any damage caused by children on common grounds are the parents' responsibility and will be the responsibility of the Unit Owner.

### **FENCE AREA**

25. Planting outside of the fenced area must be approved by the Board.
26. Unit Owner(s) shall be liable for excessive damage to the fences.

# **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**

## **Rules and Regulations**

### **DOGS AND CATS**

- 27. Unit owners and tenants are required to walk their dogs and cats on a leash and pick up after their pets. This is a strict city ordinance, which could result in a fine.
- 28. Dogs and cats are not allowed to be left unattended on the patio. Boynton Beach city ordinance section 4.24(b) requires that adequate shelter must be provided. Violations will be reported to Boynton Beach Animal Control.

### **POOL AREA**

- 29. The pool shall be open from dawn to dusk.
- 30. No lifeguard on duty. Swim at your own risk.
- 31. Food permitted in the covered cabana area only.
- 32. No glassware is allowed in the pool area.
- 33. Only residents or their approved guests are permitted to use the pool. Residents must accompany their guests.
- 34. No one under 16 years of age is allowed in the area without a supervising adult. An adult in the water must accompany children who cannot swim. It is the responsibility of the supervising adult to ensure that children observe the rules.
- 35. No running, diving, floats, or horseplay allowed.
- 36. No group activities are allowed without prior board approval. There is a form for reserving the cabana.
- 37. Proper swimming attire is required to use the pool.
- 38. Everyone must shower at the pool prior to entering the pool. Shampoo and soap is not permitted.
- 39. No person under the influence of liquor or drugs is permitted in the pool area.
- 40. No bicycles, skates, skateboards, or ball playing permitted in the pool area.
- 41. Pets are not permitted in the pool or within the pool area.
- 42. Any person with a bandage or exposed open wound on any part of the anatomy shall not be permitted in the pool.
- 43. No furniture or strollers are permitted within four (4) feet of the pool.

## **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**

### **Rules and Regulations**

44. All pool chairs and patio furniture must be returned to their proper position when moved. Reserving of patio furniture is prohibited.
45. Any person using oils or suntan lotion must cover pool furniture with a towel.
46. Anyone not continent, or toilet trained, must wear a rubber pant (or suitable pool diaper) when entering the pool.
47. Please keep the pool area clean by depositing all litter in proper receptacles.
48. Pool gate must remain closed at all times; use your key.
49. Mechanical equipment within the pool area must not be tampered with, any malfunction(s) should be reported immediately to Management.
50. The Board of Directors shall have the authority to set a reasonable fee for the replacement of pool gate keys.

### **ASSOCIATION APPROVAL FOR SALE OR LEASE**

- ~~50~~ 51. Applicants seeking approval from the association to occupy a unit may be denied if, as reasonably determined by the association:
- a. All applicants have a credit score lower than 620, a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts, or the person does not appear to have adequate financial resources available to meet his/her obligations.
  - b. Any applicant that has a felony record of arrests, convictions, withholds of adjudication or institutionalizations within the past 10 years indicating their behavior may not match the values of the community or may be disruptive to the community.

**TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**  
Rules and Regulations

**SUMMARY OF MAINTENANCE RESPONSIBILITY**

Element	Unit Owner	Association	Notes
Roof		X	
Roof Sheathing		X	Visible from 2 <sup>nd</sup> floor crawlspace hatches
HVAC/Air conditioning unit	X		
HVAC/Air conditioning stands	X		
Eaves		X	
Common walls		X	
Concrete slab (first floor and patio)		X	
Balcony		X	
Windows	X		
Sliding glass doors	X		
Front door	X		
Hurricane protection/shutters	X		
Window and door frames		X	Caulk between the window/door frame and the concrete
Water intrusion		X	Fix leaks through roof, balcony, window frame, and caulking between the window/door frame and the concrete
Decorative shutters		X	
Painting exterior walls and balcony		X	
Interior sheetrock	X		
Interior joists, trusses, plumbing, electrical and HVAC ductwork	X		
Exterior plumbing, electrical and HVAC.	X		Faucets, pipes, sewer cleanouts, electrical outlets, etc.
Exterior dryer vent hoods	X		
Patio fence		X	Unit owner is responsible for excessive damage. Fencing leaning more than 4 degrees or 5 inches
Patio gate		X	Unit Owner is responsible if the gate has been modified (i.e. a locking mechanism has been added)
Patio flooring	X		
Trees and bushes inside the patio	X		Must not extend beyond the patio or through the fence
Exterior street lights		X	
Trees and bushes outside the patio		X	
Landscaping		X	Grass, weeds, bugs, moles, etc
Landscaping, trees, bushes, paths, etc	X		Outside the patio done by the homeowner with Board approval
Parking spot bumpers and surface		X	Unit owner is responsible for excessive damage
Roads		X	The roads are private and not maintained by the city
Sign posts		X	The signs are private and not maintained by the city
Mailboxes & Locks		X	
Termite fumigation	X	X	Unit owners are responsible for sharing the cost, the association is responsible for enforcing timely cooperation
Rodent/pest control		X	Exterior
Rodent/pest control	X		Interior

***Except as specifically amended and modified herein, all other sections of the RULES AND REGULATIONS shall remain unchanged and in full force and effect according to their terms.***

77 69972

This instrument was prepared by:  
Michel L. G. G. G.  
NAME

Dolray Bch, Fla.  
ADDRESS  
CITY AND STATE

TO: THE PUBLIC

DECLARATION OF RESTRICTIONS

BILTMORE BUILDING COMPANY, INC., a Florida Corporation, the owner of certain lands in Palm Beach County, Florida, does hereby set forth covenants, restrictions, reservations and servitudes, to be applicable and impressed upon said lands, known or to be known as Townhouses of Golf View Harbour, as set forth hereinbelow:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

(a) CLUB means Townhouses of Golf View Harbour Club, Inc., a Florida Corporation not for profit, its successors or assigns, the Certificate of Incorporation and By-Laws of which is attached hereto, marked "Exhibit A" and made a part hereof.

(b) BOARD means the Board of Directors of the Club.

(c) DEVELOPER means BILTMORE BUILDING COMPANY, INC., a Florida Corporation, its successors or assigns.

(d) LOT means a lot as shown on any future recorded plats of the area owned by DEVELOPER as described on Exhibit "B" attached hereto, or any other documents or deeds recorded by DEVELOPER within the area described on Exhibit "B", and which specifically purports to have the effect of designating a portion, or portion of the area as a LOT within the meaning hereof.

(e) IMPROVED LOT means a LOT upon which there has been constructed a residential building for which a valid Certificate of Occupancy has been issued by applicable governmental authority. A LOT shall become an IMPROVED LOT on the date DEVELOPER causes to be filed among the Public Records of Palm Beach County, Florida, a certificate certifying with respect to a particular LOT that a residential building has been constructed thereon for which a valid Certificate of Occupancy has been issued.

✓ Biltmore Building Co.  
Inc.  
2560 S.W. 14th Court  
Baton Bch., Fla. 33435

80.60

77 JUN 10 AM 10:03

(f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

(g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.

(h) PERSON means a person, firm, association or corporation.

(i) PROJECT AREA means the land described on Exhibit "B".

(j) SUBDIVISION also means the lands described in Exhibit "B".

(k) The use of any gender is deemed to include all genders, the use of the singular includes the plural and the use of the plural includes the singular.

(l) INSTITUTIONAL LENDER shall mean any bank, insurance company or federal saving and loan association having a first mortgage lien upon any LOT or IMPROVED LOT which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

(m) RECREATION AREA means the portion of the PROJECT AREA, which the DEVELOPER may hereinafter designate as a RECREATION AREA in any future recorded plats, deeds or other recorded documents which specifically purports to have the effect of designating the area as a RECREATION AREA within the meaning hereof. Nothing contained herein shall require or obligate DEVELOPER to designate a RECREATION AREA, to construct improvements in a RECREATION AREA, or if a RECREATION AREA is designated, nothing shall require its use for recreation purposes or its use or exclusive use of such area for LOT OWNERS or IMPROVED LOT OWNERS.

(n) COMMON AREA means the portion of the PROJECT AREA, designated as such on any future plats, deeds or documents recorded by DEVELOPER in the Public Records of Palm Beach County, and specifically purporting to have the effect of designating the area as a COMMON AREA within the meaning hereof, less RECREATION AREA, IMPROVED LOTS, LOTS or PARKING AREAS.

(o) PARKING AREA, means any portion of the PROJECT AREA, designated as such on any future plats, deeds or documents recorded by DEVELOPER in the Public Records of Palm Beach County, Florida and specifically purporting to have the effect of designating the area as a PARKING AREA within the meaning hereof.

2. RESIDENTIAL USE. All LOTS in the SUBDIVISION are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one LOT. No accessory buildings may be erected. A construction shed may be placed on a LOT and remain there temporarily during the course of active construction of a residence building; otherwise, no portable buildings or trailers may be placed on a LOT. No building shall exceed 30 feet in height measured from the crown of the street or private drive upon which such building fronts. No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the CLUB, which approval shall be at the sole discretion of the CLUB. Nothing contained herein shall prevent the construction of adjoining multiple family residential units which are divided by and share a common party wall located on a Lot Boundry line.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commerical activity shall be carried on upon any LOT or IMPROVED LOT, other than the sale of portions of the SUBDIVISON by DEVELOPER.

4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, HURRICANESHUTTERS, PARKING. All portions of an IMPROVED LOT not ..... occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping shall be installed or maintained unless the same shall have been first approved in writing by the BOARD, which approval may be arbitrarily withheld. No fences or hedges shall be permitted anywhere within the SUBDIVISION except as approved in writing by the BOARD, which approval may be arbitrarily withheld.



Outdoor clothes drying is prohibited. All garbage and trash containers and oil and gas tanks must be placed and maintained as to render the contents thereof hidden from view from adjoining properties. All hurricane shutters shall be of a type approved by the BOARD, and no such shutters shall be installed unless the same shall be a type approved by the BOARD. No sign of any nature whatsoever shall be erected or displayed within the SUBDIVISION except where express written approval of the size, shape, content and location thereof has been first obtained from the BOARD, which approval may be arbitrarily withheld. The parking or storage of automobiles except upon paved portions of the PARKING AREA, roads and driveways is prohibited. The overnight parking of motor vehicles upon private roads or public rights-of-way is prohibited. The overnight parking or storage of trucks in excess of one-half ton rated capacity is prohibited. The parking or storage of boats or boat trailers, campers or trailers is prohibited except in spaces expressly provided for the same by DEVELOPER, or as may be approved in writing by the BOARD.

5. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(a) Sprinkler System. The CLUB may operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon portions of the SUBDIVISION (including IMPROVED LOTS, LOTS, COMMON AREAS and RECREATION AREA) accordingly, there is hereby reserved in favor of the CLUB the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon any portions of the SUBDIVISION, which shall in the future be designated as LOTS, IMPROVED LOTS, COMMON AREA, PARKING AREA, and/or RECREATION AREA, and the owners of IMPROVED LOTS in the SUBDIVISION shall be liable to the CLUB for a prorata share, as hereinafter set forth, of the

reasonable cost of operation of said system, and the maintenance, alteration and repair of the portion of said system lying within the RECREATION AREA, IMPROVED LOTS and COMMON AREA of the SUBDIVISION. Each such owner shall be further liable to the CLUB for the full reasonable cost of all required maintenance, alteration and repairs to that portion of said sprinkler system lying within and upon such owner's LOT.

(b) Lawn Maintenance and Spraying. The CLUB shall maintain and care for all lawns, trees and shrubbery within the portions of the SUBDIVISION, which shall in the future be designated as LOTS, IMPROVED LOTS, PARKING AREA, COMMON AREA and/or RECREATION AREA, accordingly there is hereby reserved in favor of the CLUB the right to enter over, through and upon any portions of the SUBDIVISION which shall in the future be designated as LOTS, IMPROVED LOTS, COMMON AREA, PARKING AREA and/or RECREATION AREA for the purpose of maintaining and caring for the lawns, shrubbery and trees located thereon. Each owner of an IMPROVED LOT in the SUBDIVISION is hereby made liable to the CLUB for a prorata share, as hereinafter set forth, of the reasonable cost of all such maintenance and care from time to time performed by the CLUB. "Maintenance and care" within the meaning of this subparagraph (b) shall include mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. Each such owners shall be further liable to the CLUB for a prorata share, as hereinafter set forth, of the reasonable cost of required replacement of sod, trees and shrubbery (as the same shall be determined from time to time by the BOARD in its sole discretion) upon the RECREATION AREA and COMMON AREA and for the full reasonable cost of all such required replacement upon such owner's LOT. In the exercise of its discretion in this regard, the BOARD shall be governed by the principal that all lawns shall be fully

maintained, free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the SUBDIVISION, and that dead or dying trees and shrubbery shall be replaced with healthy plants.

(c) Exterior Maintenance and Repair of Buildings. The exterior of all residential buildings in the portions of the SUBDIVISION which shall in the future be designated as LOTS, IMPROVED LOTS, COMMON AREA, PARKING AREA or RECREATION AREA, shall be maintained and repaired on a periodic basis by the CLUB, and there is hereby reserved in favor of the CLUB the right to enter upon all of the portions of the SUBDIVISION which shall in the future be designated as LOTS, IMPROVED LOTS, PARKING AREA, COMMON AREA and RECREATION AREA and residential buildings located thereon for the purpose of conducting a periodic program of exterior maintenance and repair, which maintenance and repair shall include, but shall not be limited to repainting and repair of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The times when such maintenance and repair and the extent thereof shall be determined by the BOARD in its sole discretion. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the CLUB for a prorata share, as hereinafter set forth, of the reasonable cost of the conduct of such periodic maintenance and repair from time to time performed by the CLUB. The CLUB shall not be responsible for repairing or replacing a building or structure which in the BOARD'S opinion, shall have been destroyed, nor shall the CLUB be responsible for: a) repairs beneath the exterior surfaces of buildings (except if located within any party walls shared by two LOTS or air conditioning systems for residential buildings, all such repairs being the responsibility of the LOT OWNER. No alteration, repair, modification or construction to any residential building on any LOT or IMPROVED LOT shall be made without the written consent of the CLUB, which consent may be arbitrarily withheld.

(d) Private Road and Driveways. The CLUB shall be responsible for the maintenance and repair of all private streets, sidewalks and driveways located upon the RECREATION AREA, COMMON AREA, PARKING AREA or any IMPROVED LOT, and there is hereby reserved in favor of the CLUB the right to enter upon said lands for such purposes. The owners of all IMPROVED LOTS in the SUBDIVISION are hereby made liable to the CLUB for a prorata share as hereinafter set forth, of the reasonable cost of all such maintenance and repair.

(e) Insurance on the COMMON AREA and RECREATION AREA (if any). The CLUB shall purchase insurance policies (except title insurance) upon the COMMON AREA, PARKING AREA and RECREATION AREA and the named insured shall be the CLUB, individually and as agent for the LOT OWNERS, without naming them and their mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the CLUB and all policies and endorsements shall be deposited with the CLUB. LOT OWNERS shall obtain insurance coverage at their own expense upon their own residential building and upon their own personal property and for their personal liability and living expense. The BOARD shall determine annually the extent of insurance coverage to be purchased by the CLUB, which coverage shall afford protection against vandalism and malicious mischief, public liability in such amounts and with such coverage as shall be required by the BOARD, including hired automobile and non-owned automobile coverages, with cross liability endorsements to cover liabilities of LOT OWNERS as a group to a LOT OWNER; workmen's compensation to meet the requirements of law; and such other insurance as the BOARD shall determine from time to time. Premiums upon insurance policies purchased by the CLUB shall be paid by the owners of IMPROVED LOTS and each owner of an IMPROVED LOT is hereby made liable to the CLUB for a prorata share, as hereinafter set forth,



of the cost of all such insurance. The BOARD may assess the owner of each IMPROVED LOT equally to provide sufficient funds to complete any necessary reconstruction and repair; and each owner of an IMPROVED LOT is hereby made liable to the CLUB for any such assessment.

(f) Public Utility Easements. An Easement is hereby reserved in, to, over, upon and across each and every portion of the SUBDIVISION which in the future shall be designated as a LOT, IMPROVED LOT, COMMON AREA, RECREATION AREA or PARKING AREA for the purpose of constructing and maintaining thereupon such facilities as may be necessary to furnish public utilities to any buildings or other improvements erected upon any LOT, IMPROVED LOT, COMMON AREA, RECREATION AREA or PARKING AREA, and to such improvements as may be constructed and maintained from time to time thereon. PROVIDED, HOWEVER, that said utility lines and mains shall not be installed within any LOT or IMPROVED LOT so as to interfere with the construction of any PRIVATE DWELLING or improvements thereon.

(g) Easements For Support. Any portion of any building, LOT, or IMPROVED LOT, which contributes to the structural support of another building, shall be burdened with an easement (which is hereby created) for the structural support of the dependent building.

6. CLUB MEMBERSHIP.

(a) Each LOT OWNER and IMPROVED LOT OWNER shall automatically become a member of the CLUB upon acquiring record title to any LOT or IMPROVED LOT. In addition, the DEVELOPER or any successor to DEVELOPERS title as record owner of that portion of the SUBDIVISION which has not from time to time been designated as a LOT or IMPROVED LOT shall be deemed to own that number of memberships which is equal to the difference in subtracting the number of IMPROVED LOTS and LOTS from Two Hundred Four (204);

which is the maximum number of LOTS and IMPROVED LOTS that DEVELOPER presently contemplates. Said membership shall be appurtenant to and may not be separated from ownership of any LOT or IMPROVED LOT. When more than one person holds an interest in any LOT or IMPROVED LOT, all such persons shall be members, however, there shall be only one vote for each LOT or IMPROVED LOT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record owners designating which member shall be entitled to vote for said LOT or IMPROVED LOT. In the event such a certificate is not on file with the CLUB, no vote for said LOT or IMPROVED LOT shall be cast. Anything to the contrary notwithstanding, any LOT or IMPROVED LOT owned jointly by Husband and Wife, may exercise the vote without a certificate so long as the CLUB has not been advised by either spouse to the contrary. Membership in the CLUB shall also include such other persons hereinafter declared by the DEVELOPER to be members, subject to the same rights and obligations as herein set forth:

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

(2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B member, said member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the CLUB. The Class B membership shall cease and all powers and duties of the CLUB shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(i) May 1, 1982

(ii) Upon filing in the Public Records of Palm Beach County, Florida, of a resignation of the Class B member from membership.

7. LIEN IN FAVOR OF THE CLUB. The CLUB shall have a lien on each IMPROVED LOT in the SUBDIVISION for any unpaid assessment made by the CLUB for the purpose of permitting the CLUB to perform the several services and obligations conferred upon it hereunder. Said lien shall also secure reasonable attorney's fees incurred by the CLUB incident to the collection of such unpaid assessment or enforcement of such lien. Such lien shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the IMPROVED LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the CLUB when the claim of lien is recorded. Upon full payment, the IMPROVED LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien of an institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior institutional lender's mortgage or lien shall accept and record a deed of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release the CLUB'S subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the CLUB in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the IMPROVED LOT OWNER shall be required to pay a reasonable rental for the IMPROVED LOT, and the CLUB shall be entitled to the appointment of a receiver to collect the same.

There is intentionally no provision herein for assessment against a LOT OWNER by the CLUB until after said LOT becomes an IMPROVED LOT. However, if any LOT becomes unsightly, cluttered with debris or growth or a nuisance, the CLUB, shall have the right, without notice to enter upon said LOT to take appropriate

corrective action and to assess the LOT OWNER for the cost of same. The CLUB shall further have the right to have a lien to collect said amount to the same extent as set forth in this Article regarding liens against IMPROVED LOT OWNERS.

8. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a LOT has become an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

9. PRORATA SHARE DEFINED. DEVELOPER has not as yet caused the SUBDIVISION to be platted or has it otherwise designated the LOTS, COMMON AREA or RECREATION AREA. In order that all buildings, structures and improvements within the SUBDIVISION may be maintained to an equally high degree by one organization, and in order that the cost of such maintenance may be kept low through bulk contracting, the CLUB has been incorporated to provide maintenance services for those LOTS and/or IMPROVED LOTS and/or COMMON AREAS and/or RECREATION AREA, which may eventually be designated. Inasmuch as nothing contained herein is to be construed as creating an obligation on DEVELOPER to designate any or any specific number of LOTS or IMPROVED LOTS (or COMMON AREA or RECREATION AREA) and inasmuch as these Declaration of Restrictions are specifically not to effect, restrict or encumber any portion of the SUBDIVISION or PROJECT AREA until the DEVELOPER shall choose to specifically do so by recording a deed, plat or other document in the Public Records of Palm Beach County, Florida, which recites the designation of such an area, therefore the number of members and LOTS shall increase from time to time effective upon each such recordation, if any. It is anticipated by DEVELOPER that the maximum number of LOTS and MEMBERS shall be Two Hundred Four (204), but it could be less or none, depending on various factors at the discretion of DEVELOPER. Thus, each IMPROVED LOT shall be liable for a prorata share of the costs and expenses of the CLUB in its performance of services and obligations hereunder.



Said prorata share shall be the fraction obtained by making "one" the numerator and the number of IMPROVED LOTS designated from time to time as the denominator. The obligation to pay a prorata share shall commence as of the first day of the second month after a LOT is changed into an IMPROVED LOT.

10. RESTRICTION ON TRANSFER OF IMPROVED LOTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of IMPROVED LOTS, the transfer of IMPROVED LOTS by any owner other than the DEVELOPER shall be subject to the following provisions, which provisions each IMPROVED LOT OWNER covenants to observe:

.1 Transfer Subject to Approval.

(a) Sale or Lease. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by sale or lease without approval of the CLUB except to an IMPROVED LOT OWNER.

(b) Gift, Devise or Inheritance. If any IMPROVED LOT OWNER shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the CLUB.

(c) Other Transfers. If any IMPROVED LOT OWNER shall acquire his title by a manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the CLUB.

.2 Approval by CLUB. The approval of the CLUB which is required for the transfer of ownership of IMPROVED LOTS shall be obtained in the following manner:

(a) Notice to CLUB.

(1) Sale. An IMPROVED LOT OWNER intending to make a bona fide sale of his IMPROVED LOT or any interest therein shall give the CLUB notice of such intention, together

with the name and address of the intended purchaser, such other information concerning the intended purchaser as the CLUB may reasonably require. Such notice at the IMPROVED LOT OWNER'S option may include a demand by the IMPROVED LOT OWNER that the CLUB furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An IMPROVED LOT OWNER intending to make a bona fide lease of his IMPROVED LOT or any interest therein shall give to the CLUB notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the CLUB may reasonably require, and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance; Other Transfers. An IMPROVED LOT OWNER who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the CLUB notice of the acquiring of his title together with such information concerning the IMPROVED LOT OWNER as the CLUB may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the CLUB must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the CLUB must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form, which at the election of the CLUB shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(3) Gift, Devise or Inheritance; Other Transfers.  
If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the CLUB must either approve or disapprove the continuance of the IMPROVED LOT OWNER'S ownership of his IMPROVED LOT. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the IMPROVED LOT OWNER and shall be recorded in the public records of Palm Beach County, Florida at the expense of the IMPROVED LOT OWNER.

(c) Approval of Corporate Owner or Purchaser.

Inasmuch as the LOTS in the SUBDIVISION may be used only for residential purposes, and a corporation cannot occupy an IMPROVED LOT for such use, if the IMPROVED LOT OWNER or purchaser of an IMPROVED LOT is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the IMPROVED LOT be also approved by the CLUB.

.3 Disapproval by CLUB. If the CLUB shall disapprove a transfer of ownership of an IMPROVED LOT, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the IMPROVED LOT OWNER shall so demand, then within thirty (30) days after receipt of such notice and information, the CLUB shall deliver or mail by certified mail to the IMPROVED LOT OWNER an agreement to purchase by a purchaser approved by the CLUB who will purchase and to whom the IMPROVED LOT OWNER must sell the IMPROVED LOT upon the following terms:

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

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



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

(4) A certificate of the CLUB executed by its President or Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the CLUB shall fail to provide a purchaser upon the demand of the IMPROVED LOT OWNER in the manner provided, or if a purchaser furnished by the CLUB shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the CLUB shall furnish a certificate of approval as elsewhere provided which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the IMPROVED LOT OWNER shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers. If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the IMPROVED LOT OWNER of the notice and information required to be furnished, the CLUB shall deliver or mail by certified mail to the IMPROVED LOT OWNER an agreement to purchase by a purchaser approved by the CLUB who will purchase and to whom the IMPROVED LOT OWNER must sell the IMPROVED LOT on the following terms:

(1) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of such agreement by arbitration

in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the IMPROVED LOT; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

(4) A certificate of the CLUB executed by its President or Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the CLUB shall fail to provide a purchaser as herein required, or if a purchaser furnished by the CLUB shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved and the CLUB shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the IMPROVED LOT OWNER.

.4 Mortgage. No IMPROVED LOT OWNER may mortgage his IMPROVED LOT or any interest therein without the approval of the CLUB, except to a bank, life insurance company or a Federal savings and loan association. The approval of any other mortgages may be upon conditions determined both by the CLUB and the lessor, or may be arbitrarily withheld. Provisions of this subparagraph providing for approval by the lessor shall be construed as covenants for the benefit of any may be enforced by the said lessor, his successors and assigns.

Nothing contained herein shall prevent the seller of an IMPROVED LOT from taking back a purchase money mortgage from the buyer, if the proposed mortgage is disclosed to the CLUB.

.5 Exceptions.

(a) The foregoing provisions of this section entitled "Restrictions on Transfer of Improved Lots" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquired its title as the result of owning a mortgage upon the IMPROVED LOT concerned. And this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an IMPROVED LOT at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

(b) The foregoing provisions of this section entitled "Restrictions of Transfer of Improved Lots" shall be inapplicable to the DEVELOPER. The said DEVELOPER is irrevocably empowered to sell, lease, rent and/or mortgage parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the DEVELOPER shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs and all items pertaining to sales shall not be considered subject to these restrictions and shall remain the property of the DEVELOPER.

(c) In the event there are unsold parcels in the SUBDIVISION which are not designated as a LOT, IMPROVED LOT, PARKING AREA or COMMON AREA, the DEVELOPER retains the right to be the owner of the said undesignated land; further DEVELOPER retains the right to withdraw and declare null and void any designation of an area as a LOT, COMMON AREA, PARKING AREA or RECREATION AREA provided that said LOT or IMPROVED LOT is not adjoining another LOT or IMPROVED LOT, or PARKING AREA and provided that no portion of a COMMON AREA, PARKING AREA or RECREATION AREA within twenty (20) feet of an IMPROVED LOT, shall be declared withdrawn after having been so designated.

.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the CLUB.

11. RESTRICTION ON TRANSFER OF INTEREST IN THE RECREATION AREA. The undivided fractional interest in the RECREATION AREA held by each LOT OWNER shall be transferable only in connection with the transfer of each such owner's LOT. No leasehold interest in said RECREATION AREA may be acquired separate and apart from a transaction by which a PERSON shall acquire the entire fee interest in a LOT. No more than such fractional interest may be held with respect to the fee ownership of one LOT. The transfer of a LOT or IMPROVED LOT by an instrument which fails to make reference to that LOT'S or IMPROVED LOT'S undivided fractional interest in said RECREATION AREA shall be effective to transfer said undivided interest in said RECREATION AREA.

12. EASEMENTS IN FAVOR OF LOT OWNERS. Easements of ingress and egress are hereby impressed over, through and upon the RECREATION AREA in favor of LOT OWNERS.



13. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the SUBDIVISION as an area of high standards, there is hereby reserved to the CLUB the right and power to control the type, kind and character of the buildings, and structure to be placed upon the SUBDIVISION. The owner or occupancy of each LOT, by acceptance of title thereto, shall not permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the BOARD before any construction is begun. The BOARD shall have power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the SUBDIVISION. In the exercise of its power and the performance of its duties, the BOARD shall give due consideration to the characteristics of the SUBDIVISION as a residential community and the ability of any proposed structures to harmonize with that concept. The BOARD shall be permitted to employ aesthetic values in making its determination. Nothing contained in this paragraph shall be applicable to the DEVELOPER.

14. CLUB TO ADOPT RULES AND REGULATIONS. The CLUB shall have the power, through its Board of Directors, to adopt reasonable rules and regulations respecting the use and enjoyment of any RECREATION AREA, including but not limited to the use of such lands for recreation purposes and the control of traffic upon private drives.

15. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any LOT OWNER and IMPROVED LOT OWNER in the SUBDIVISION and by DEVELOPER.

16. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a Court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

17. PARKING AREAS shall be deemed as limited COMMON AREAS, in that the CLUB shall have the right and obligation to assign at least one space for the exclusive use of each IMPROVED LOT OWNER. Assignment of a second space for exclusive use of a LOT OWNER or designation of extra spaces for guest parking shall similarly be at the discretion of the Board of Directors, from time to time, provided that the parking space assigned for exclusive use shall be in the closest and/or most convenient parking areas, and nothing contained herein shall prevent use of the unassigned guest spaces on a first come first serve basis by IMPROVED LOT OWNERS and their guests.

18. EACH LOT OWNER and IMPROVED LOT OWNER shall have an easement over, across, on or through any sidewalk, walkway or like path on an adjoining LOT or IMPROVED LOT for the purpose of getting ingress and egress between their LOT or IMPROVED LOT and the PARKING AREA and streets, or driveways. Said easement shall include employees, clients, servants, agents, guests, licensees and invitees.

19. DEVELOPER retains the right to alter, amend, modify or waive any portion of these Restrictions, provided that the same shall not increase the prorata share of any individual IMPROVED LOT OWNER or prevent access to any RECREATION AREA (once designated and constructed), PARKING AREA in which any IMPROVED LOT OWNER is assigned a space or driveway or street required for access, provided however, that no amendment shall prejudice the rights of an institutional lender having a mortgage lien upon a lot in the SUBDIVISION. This right of DEVELOPER shall not be lost or limited after DEVELOPER has ceased being a Class B member of CLUB.

20. MEMBERS acknowledge that designation of one or more RECREATION AREAS shall be at DEVELOPER'S discretion and will depend upon DEVELOPER'S judgment as to the desire and financial feasibility. If any RECREATION AREAS are developed and designated as provided herein, the same shall be operated by the CLUB, and the DEVELOPER shall cause the CLUB to be the owner of the RECREATION AREA within five (5) years of it's construction. DEVELOPER shall bear the cost of

initial construction, but the CLUB shall bear all cost of operation, taxes, maintenance, insurance, repairs, etc., the same as a COMMON AREA with each IMPROVED LOT OWNER paying their prorata share as a mandatory obligation. Nonetheless, DEVELOPER shall have the right to arrange for owners of condominium apartments at the nearby Villas of Golf View Harbour, Condominium, to pay for Recreation Club Memberships. These Recreation Club Memberships shall be sold on a yearly basis at a price reasonably calculated to approximately cover their fair share of the cost, administration expenses, upkeep, furnishings, insurance, maintenance repairs, etc. (without more than a nominal profit to the CLUB) and shall entitle the Recreation Club Members to use of the RECREATION AREA, and its facilities on the same basis as IMPROVED LOT OWNERS. It is recognized that by allowing residents of nearby Villas of Golf View Harbour, a Condominium to pay to use said facilities, the prorata cost to IMPROVED LOT OWNERS may be reduced.

21. THE FOREGOING covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any LOT or IMPROVED LOT until the 31st day of December, 2017, after which time they shall be automatically extended for successive periods of ten (10) years. Until December 31, 1977, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the LOT OWNERS and IMPROVED LOT OWNERS and thereafter by an instrument signed by not less than Fifty percent (50%), excepting that so long as the DEVELOPER is a Class B member of the CLUB as provided for in Paragraph "6", no amendment shall be made unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective.



22. NO ASSESSMENTS ON LANDS NOT DESIGNATED. Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon portion of the PROJECT AREA until it is designated as a LOT or IMPROVED LOT.

23. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. These restrictions may not be amended by the CLUB without the consent of each bank, insurance company or federal savings and loan association holding a purchase money first mortgage upon a LOT in the SUBDIVISION. Amendments by DEVELOPER shall require only the consent of banks, insurance companies or federal savings and loan associations that are holding a mortgage given to them by DEVELOPER.

24. COVENANTS, IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans on LOTS and IMPROVED LOTS in the SUBDIVISION, the CLUB'S right to impress a lien upon an IMPROVED LOT (as provided in Paragraph 7 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title the CLUB shall be under no obligation to perform any of the duties or obligations required of it as provided in Paragraph 5 above; however, said INSTITUTIONAL LENDER may elect to require the CLUB to perform said duties by agreeing to pay it's prorata share of the cost of same for the period that it retains title. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT or IMPROVED LOT is under lease, the CLUB'S right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the CLUB during the period of time prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the

CLUB'S duties and obligations with respect to said LOT or IMPROVED LOT shall be restored.

25. MANAGEMENT. DEVELOPER shall have the right to enter into a Management Agreement with CLUB wherein DEVELOPER manages the affairs of CLUB for a fee of Five Dollars (\$5.00) per IMPROVED LOT per month. Provided, however, that said fee shall not be increased and unless extended, shall not continue later than May 1, 1982. The Owner of each IMPROVED LOT (except DEVELOPER) is hereby made liable to CLUB (which shall be liable to pay said fee to DEVELOPER). IMPROVED LOT OWNERS shall pay said amount as part of it's "prorata share" assessment and collection of said assessment shall include the right to assert a lien as described in Paragraph 7.

IN WITNESS WHEREOF, BILTMORE BUILDING COMPANY, INC., a Florida Corporation, has caused this instrument to be executed in it's corporate name and it's seal affixed this 9th day of June, 1977.

BILTMORE BUILDING COMPANY, INC.

BY: [Signature] (SEAL)  
President

ATTEST

[Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, personally appeared NORMAN J. MICHAEL, as President and ELISHKA E. MICHAEL, as Secretary of BILTMORE BUILDING COMPANY, INC., to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named BILTMORE BUILDING COMPANY, INC., a Florida Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 9th day of June, 1977.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 1, 1980

# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

filed in this office on the 11th day of April  
19 77.

Charter Number: 738618



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
12th day of April  
19 77.

A handwritten signature in cursive script, appearing to read "Bruce A. Smith".

SECRETARY OF STATE

CORP. 101 (Corp. 94)  
7-12-76

PROVED  
AND  
FILED

1 8 34 AM 1977

CLERK OF STATE  
RECORDS DIVISION  
PALM BEACH, FLORIDA

ARTICLES OF INCORPORATION

OF

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

- a non-profit corporation -

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

ARTICLE I.

Name

The name of the corporation shall be TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. For convenience, the corporation shall be referred to in this instrument as the Club.

ARTICLE 2.

Purpose

2.1 The purpose for which the Club is organized is to provide an entity for the operation of a proposed residential development located upon the following lands in Palm Beach County, Florida.

See legal description attached hereto and made a part hereof.

2.2 The Club shall make no distributions of income to its members, directors or officers.

ARTICLE 3.

Powers

The powers of the Club shall include and be governed by the following provisions:

3.1 The Club shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Club shall have all of the powers and duties set forth in a certain Declaration of Restrictions by BILTMORE BUILDING COMPANY, INC., a Florida corporation, to which Declaration these Articles are attached and recorded in the Public Records of Palm Beach County, Florida (hereinafter called "Declaration") except as limited by these Articles and all of the powers and duties reasonably necessary to operate the Club pursuant to the Declaration and as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments against members to defray the costs, expenses, and losses of the Club.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the property and buildings which are to be maintained, repaired, replaced and operated by the Club.



- (d) The purchase of insurance upon the improvements and property and insurance for the protection of the Club and its members.
- (e) The reconstruction of improvements after casualty and the future improvement of the property.
- (f) To make and amend reasonable regulations respecting the use of the property subject to the Club's control.
- (g) To approve or disapprove the transfer, mortgage, and ownership of lots and improved as may be provided by the Declaration.
- (h) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Club, and the Regulations for the use of the property in the subject development.
- (i) To contract for the management of the Club and to delegate to such contractor all powers and duties of the Club.
- (j) To contract for the management or operation of portions of common areas and recreation areas susceptible to separate management or operation; and to make and collect assessments against members to defray the costs, expenses, maintenance, and contractual obligations entered into relative to common areas, recreation areas, and parking areas.
- (k) To employ personnel to perform the services required for proper operation of the Club.
- (l) To contract for recreation memberships with owner of units in Villas of Golfview Harbour, a condominium, to allow them to use the Recreation Area.

3.3 All funds and the titles of all properties acquired by the Club and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

3.4 The powers of the Club shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

#### ARTICLE 4.

4.1 The members of the Club shall consist of all of the record owners of the lots, improved lots and/or Developer, as more fully set forth in the Declaration.

4.2 After receiving approval of the Club required by the Declaration, change of membership in the Club shall be established by recording in the Public Records of Palm Beach County, Florida, a Deed or other instrument establishing a record title to a lot and/or improved lot and the delivery to the Club of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Club and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Club cannot be assigned, hypothecated nor transferred in any manner except as an appurtenance to the lot and/or improved lot.



4.4 The owner of each lot and/or improved lot shall be entitled to at least one vote as a member of the Club. The exact number of votes to be cast by members and the manner of exercising voting rights shall be determined by the Declaration.

4.5 This Club shall never have or issue any share of stock.

#### ARTICLE 5.

5.1 The affairs of the Club will be managed by a Board consisting of a number of directors determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors. Directors need not be members of the Club.

5.2 Directors of the Club shall be elected at an annual meeting of the members of the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The first election of the Directors shall not be held until after the developer has terminated its control, or until after May 1, 1982 (said time being the time that Developer ceases being a Class B member as set forth in the Declaration). The Directors named in these Articles shall serve until the first elections of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

Norman J. Michael	2560 S.W. 14th Court Boynton Beach, Florida
Elishka E. Michael	2560 S.W. 14th Court Boynton Beach, Florida
David L. Bair	3875 N.E. 106th Drive Coral Springs, Florida

#### ARTICLE 6.

##### Officers

The affairs of the Club shall be administered by the Officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Club and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President</u>	Norman J. Michael
<u>Vice President</u>	David L. Bair
<u>Secretary-Treasurer</u>	Elishka E. Michael

The Board of Directors or the President, with approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Club and any such person or entity may be so employed without regard to whether such person or entity is a member of the Club or is a Director or Officer of the Club, or an employee or associate of Developer, as the case may be.

## ARTICLE 7.

### Indemnification

Every Director and every Officer of the Club shall be indemnified by the Club against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or an Officer of the Club, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Club. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

## ARTICLE 8.

### By-Laws

The first By-Laws of the Club shall be adopted by the Board of Directors and may only be altered, amended, or rescinded in the manner provided by the By-Laws.

## ARTICLE 9.

### Amendments

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

9.1. 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.

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

- (a) such approvals must be by not less than 75% of the entire membership if proposed by the Board of Directors, or
- (b) by not less than 80% of the votes of the entire membership of the Club.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members without approval in writing by all members and the joinder of all record owners of mortgages upon the lots and/or improved lots. No amendment shall be made that is in conflict with the Declaration.

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

## ARTICLE 10.

The term of the Club shall be perpetual.

ARTICLE 11

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

Norman J. Michael      2560 S.W. 14th Ct.  
Boynton Beach, Florida


Elishka E. Michael      2560 S.W. 14th Ct.  
Boynton Beach, Florida

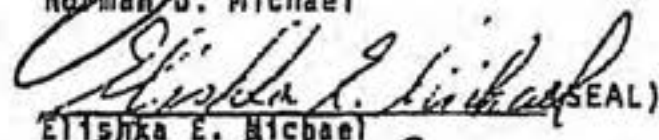
David L. Bair      3875 N.E. 106th Drive  
Coral Springs, Florida

ARTICLE 12

Nothing contained herein shall limit or restrict the rights of Norman J. Michael and Elishka E. Michael or Biltmore Building Company, Inc. Developer, which are set forth in the Restrictions.

IN WITNESS WHEREOF, the subscribers hereto have affixed their hands and seals this 25<sup>th</sup> day of March, 1977.

 (SEAL)  
Norman J. Michael

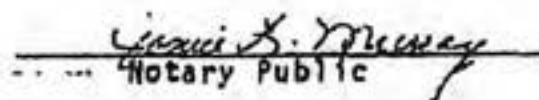
 (SEAL)  
Elishka E. Michael

 (SEAL)  
David L. Bair

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, NORMAN J. MICHAEL and ELISHKA E. MICHAEL, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at City of Boynton Beach State of Florida, this 25 day of March, 1977.

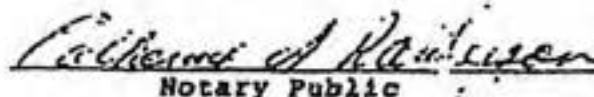
  
Notary Public

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 1, 1980

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

WITNESS my hand and official seal at City of Boynton Beach State of Florida, this 5th day of April, 1977.

  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 8, 1977  
Issued Through General Insurance Underwriting



EXHIBIT "B"

All of TOWNHOUSES OF GOLF VIEW HARBOUR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, page 119;

Tracts 2, 3, 5 and 6, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, page 119.

Lots 23, less the East 10 feet, Lots 24, 25, 26, 27, 28 And 29, Block 10, GOLF VIEW HARBOUR, 2ND SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 27, pages 46 and 47.

The above described lands are not made subject to or encumbered by the Declaration of Restrictions of which this Exhibit "B" is made a part. As provided in said Declaration of Restrictions, only upon the recordation of Plat or Deed or other document, by the Developer, which specifically purports to make a portion of the above described property subject to said Declaration of Restrictions, will said lands be subject to said Declaration of Restrictions. Until such time as said Plat or Deed or other document is recorded by Developer, said Declaration of Restrictions shall not encumber the above described lands and upon the recordation of any such Plat or Deed or other document, then only the specific portions of the land referred to therein shall be encumbered by the Declaration of Restrictions.

EXHIBIT "A"

THE BY-LAWS  
OF  
TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.  
(a non-profit corporation)

The operation of the property described and named in the Declaration of Restrictions to which these By-Laws are attached shall be governed by these By-Laws.

ARTICLE 1. DEFINITIONS

The terms used in these By-Laws, as well as the Declaration of Restrictions and all Amendments and items pertinent thereto, shall have the meanings stated in the Declaration of Restrictions unless the context otherwise requires:

1.1 CLUB means Townhouses of Golf View Harbour Club, Inc., a Florida Corporation not for profit, its successors or assigns.

1.2 BOARD means the Board of Directors of the CLUB.

1.3 DEVELOPER means BILTMORE BUILDING COMPANY, INC., a Florida Corporation, its successors or assigns.

1.4 LOT means a lot as shown on any future recorded plats of the area owned by DEVELOPER as described in the Declaration of Restrictions, and which lot is made subject to the terms and conditions of said Declaration of Restrictions.

1.5 IMPROVED LOT means a LOT upon which there has been constructed a residential building for which a valid Certificate of Occupancy has been issued by applicable governmental authority, pursuant to the Declaration of Restrictions.

1.6 BY-LAWS means the By-Laws of the CLUB as they exist from time to time.

1.7 RECREATION AREA, COMMON AREA, PARKING AREA, INSTITUTIONAL LENDER, LOT OWNER and IMPROVED LOT OWNER, shall each have the meaning given in the Declaration of Restrictions.

1.8 COMMON EXPENSES include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Areas, Parking Areas, Recreation Areas, and the portions of the Lots and Improved Lots to be maintained by the CLUB.

(b) Expenses to be shared as common expenses by provisions of the Declaration of Restrictions, or the By-Laws or Articles of the CLUB.

(c) Any valid charge against the CLUB or the property administered by the CLUB as a whole.

(d) Expenses of administration, maintenance, maintenance contract, operation, repair or replacement and taxes and insurance in conjunction with the operation of the Recreation Area provided for in the Declaration of Restrictions.

1.9 COMMON SURPLUS means the excess of all receipts of the CLUB, including but not limited to assessments, rents, profits, and revenues on account of the Common Areas or Recreation Area, over the amount of Common Expenses.

1.10 OCCUPANT means the person or persons, other than the Improved Lot Owner, in possession of an Improved Lot.

1.11 SINGULAR, PLURAL GENDER. Whenever the context so permits, the use of plural shall include the singular, the singular, the plural, and the use of any gender shall be deemed to include all genders.

## ARTICLE 2. CLUB MEMBERSHIP--MEETINGS

### 2.1 Members and Voting Rights

Each Lot Owner and Improved Lot Owner shall automatically become a member of the CLUB upon acquiring record title to any Lot or Improved Lot. In addition, the DEVELOPER or any successor to DEVELOPER's title as record owner of that portion of the Sub-division which has not from time to time been designated as a Lot or Improved Lot shall be deemed to own that number of memberships which is equal to the difference in subtracting the number of Improved Lots and Lots from Two Hundred Four (204); which is the maximum number of Lots and Improved Lots that DEVELOPER presently contemplates. Said membership shall be appurtenant to and may not be separated from ownership of any Lot or Improved Lot. When more than one person holds an interest in any Lot or Improved Lot, all such persons shall be members, however, there shall be only one vote for each Lot or Improved Lot, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record owners designating which member shall be entitled to vote for said Lot or Improved Lot. In the event such a certificate is not on file with the CLUB, no vote for said Lot or Improved Lot shall be cast. Anything to the contrary notwithstanding, any Lot or Improved Lot owned jointly by Husband and Wife, may exercise the vote without a certificate so long as the CLUB has not been advised by either spouse to the contrary. Membership in the CLUB shall also include such other persons hereinafter declared by the DEVELOPER to be members, subject to the same rights and obligations as herein set forth;

- (1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.
- (2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B member, said member shall have the exclusive power to select the Directors, which Directors shall exercise all the powers of the CLUB. The Class B membership shall cease and all powers and duties of the CLUB shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:
  - (i) May 1, 1982
  - (ii) Upon filing in the Public Records of Palm Beach County, Florida, of a resignation of the Class B member from membership.

2.2 Transfer of Membership. Membership in the CLUB may be transferred only as an incident to the transfer of title to a Lot or Improved Lot as and in the manner set forth in the Declaration of Restrictions.

2.3 Annual Meeting. The annual meeting of the members shall be held on the first Monday of the Month of February of each year, at 2:00 o'clock p.m. at such location in Palm Beach County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Should the date for such annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Provided, however, that DEVELOPER shall control the affairs of the CLUB



for the period that is set forth in the Declaration of Restrictions and paragraph 2.1 above.

2.4 Special Meetings. A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of directors and stated in a written notice. No special meeting shall be called unless the Secretary of the CLUB shall have mailed to or served upon all of the members a written notice of the said meeting at least five (5) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the members, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail to or serve upon all of the members with written notice of said meeting at least five (5) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the member as it appears on the records of the CLUB.

2.5 Voting. Voting shall be by secret ballot. At any meeting of members, each member shall be entitled to one vote, in person or by proxy, for each Lot or Improved Lot owned by him. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notice of said proxy shall be made in the minutes of the meeting. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting of the members.

2.6 Quorum. A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the members represented either in person or by proxy; but the members present at any meeting, although less than a quorum, may adjourn the meeting to a future date. The vote of a majority of the members shall decide any question unless the By-Laws or Declaration of Restrictions provide otherwise, in which event the votes required in the By-Laws or the Declaration of Restrictions shall control.

2.7 Waiver. The foregoing requirements as to meetings are not to be construed, however, to prevent members from waiving notice of meeting or from acting by written agreement without meetings provided that such waivers or written agreement is executed by all of the members.

### ARTICLE 3. OFFICERS - BOARD OF DIRECTORS:

3.1 First Board. The first Board of Directors shall serve until the first annual meeting of the members of the CLUB, or until their successors shall have been elected and qualified. The first Board of Directors are:

President and Director:	Norman J. Michael
Vice President and Director:	David L. Bair
Secretary-Treasurer and Director:	Elishka E. Michael

3.2 Election and Term of Office. Commencing with, and at the first annual meeting of the members to be held after DEVELOPERS relinquish control by resigning as a Class B member or May 1, 1982 (whichever is first), and at such annual meetings thereafter, the members shall elect by plurality vote five (5) persons as Directors who shall constitute the Board of Directors of the CLUB, and who shall hold office for a term of one year or until their successors shall have been qualified and elected. Each member shall be entitled to one vote for each Lot or Improved Lot owned by him for each office to be filled.

3.3 Election of Officers. Commencing with, and at the first annual meeting of the members, as heretofore described, and at each annual meeting thereafter, the Board of Directors shall elect by plurality votes three (3) officers, to-wit: a President, one Vice-President, and a Secretary-Treasurer out of its membership on the Board of Directors who shall likewise hold office for a term of one year or until their successors shall have been qualified and elected.

3.4 General Statement of Powers. The property, business, and affairs of the CLUB shall be managed by a Board of Directors.

3.5 Title of Officers. Officers of the Club are: a President, a Vice-President, and a Secretary-Treasurer. The Board of Directors may, from time to time, elect Assistant Vice President and Assistant Secretary-Treasurer who shall serve at the will of the Board of Directors, but who shall not be deemed members of the Board of Directors.

3.6 Qualification of Officers. Until the election to be when the DEVELOPER relinquishes control of the CLUB, an officer need not be a Lot or Improved Lot owner; thereafter at least two (2) of the officers and four (4) members of the Board of Directors shall be members. No member shall be eligible for election as an officer or director if he is more than thirty (30) days delinquent in the payment of his assessment. Commencing with the officers elected at the meeting of members to be held after DEVELOPER relinquishes control of the CLUB, a transfer of title of his Lot or Improved Lot by an officer who is a Lot Owner or Improved Lot Owner shall automatically operate as his resignation as an officer and as a member of the Board of Directors.

3.7 Removal and Vacancies. After the first election, an officer or director may be removed from office upon the affirmative vote of three-fourths (3/4ths) of the members for any reason deemed by the members to be detrimental to the best interest of the CLUB. In the event of any removal, resignation, or vacancy in any of the officers, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacated office, who shall hold office for the balance of the unexpired term and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

3.8 Annual Meetings. The annual meeting of the Board of Directors shall be held at such place in Palm Beach County, Florida, as may be agreed upon by the Board of Directors immediately following the adjournment of the annual meeting of the members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said Notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the CLUB. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place.



3.10 Quorum. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date, and place shall be mailed to, or personally served, on each member of the Board of Directors by the Secretary of the CLUB at least three (3) days prior to the time fixed for said meeting.

3.11 Compensation. The officers and/or Directors of this CLUB shall serve without compensation.

#### ARTICLE 4. OFFICERS - POWERS AND DUTIES

4.1 The President. He shall be the chief executive officer of the CLUB; he shall preside at all meetings of the members and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the CLUB and other officers. He shall sign all written contracts of the CLUB and shall perform and have the necessary powers to perform all of the duties incident to his office and that may be delegated to him from time to time by the Board of Directors.

4.2 The Vice-President. He shall perform all the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

#### 4.3 The Secretary-Treasurer.

- A. He shall issue notices of all Board of Directors' meetings and all meetings of the members; he shall attend and keep the Minutes of same; he shall have charge of all of the CLUB's books, records, and papers.
- B. He shall have the custody of the CLUB's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the CLUB and shall deposit all moneys and other valuable effects in the name and to the credit of the CLUB in such depositories as may be designated from time to time by the Board of Directors.
- C. He shall disburse the funds of the CLUB from the checking account, with all checks countersigned by the President, as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the CLUB.
- D. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

#### ARTICLE 5. POWERS OF THE CLUB.

The CLUB, acting through the Board of Directors, shall have the following powers:

5.1 Declaration. All of the powers specifically set forth in the Declaration of Restrictions and all of the powers incidental thereto.

5.2 By-Laws. All of the powers specifically set forth in these By-Laws and all powers incidental thereto.

5.3 Articles of Incorporation. All of the powers specifically set forth in the Articles of Incorporation and all powers incidental thereto.

5.4 Miscellaneous Powers.

- A. To use and expend the assessments collected to carry out the purposes and powers of the CLUB.
- B. To employ attorneys, accountants, and other professional services as the need arises.
- C. To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the CLUB, and to purchase supplies and equipment therefor.
- D. To enter into such agreements and contracts as may be necessary to make available the facilities of the CLUB.
- E. To own, operate and control the Recreation Area, Common Area, Parking Area, etc. as described pursuant to the Declaration of Restrictions.

ARTICLE 6. FINANCE AND ASSESSMENTS.

6.1 Depository. Funds of this CLUB shall be deposited in such bank or banks as the Board of Directors may from time to time direct, in an account for the CLUB under Resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the President and countersigned by the Secretary-Treasurer or such other officers as designated by the Board of Directors from time to time. All notes of the CLUB shall be signed by any two of the officers of the CLUB.

6.2 Fiscal Year. The fiscal year for the CLUB shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

6.3 Determination of Assessments

- A. The Board of Directors of the CLUB shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the CLUB (including Parking Area, Common Area and Recreation Area) providing for use of same for the members; common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Area and limited common area, the costs of carrying out the powers and duties of the CLUB, management contract, and any other expenses designated as common expenses from time to time by the Board of Directors of the CLUB.

The Board of Directors is specifically empowered on behalf of the CLUB to make and collect assessments and to lease, maintain, repair and replace the Recreation Area, Parking Area and Common Area to meet the requirements of the CLUB, if any.

Funds for the payment of common expenses shall be assessed and be deemed a lien as set forth in the Declaration of Restrictions.



- B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the CLUB shall mail or present a statement of the assessment to each of the members. All Assessments shall be payable to the Secretary-Treasurer of the CLUB, and upon request, the Secretary-Treasurer shall give a receipt for each payment made to him, if requested.

6.4 Delinquent Assessments. In the event the payment of an assessment is delinquent, the CLUB, through its Board of Directors, may proceed to enforce and collect the said assessment in any manner provided for by the Declaration of Restrictions.

6.5 Unused Assessments. All income to the CLUB, including assessments and Recreation Club memberships, shall be used to defray the cost and expenses of the CLUB and Recreation Area. Any surplus from one year's budget shall be used to reduce assessments and fees charged in the following year after adequately providing for short term cash flow; and, no distribution of income shall be made to members.

#### ARTICLE 7. MAINTENANCE AND REPAIRS.

7.1 Access. Any officer of the CLUB, or any agent of the Board of Directors, shall have irrevocable right to have access to each Lot and Improved Lot, from time to time during reasonable hours that may be necessary for inspection, maintenance, repair or replacement of any common area accessible therefrom, or for making emergency repairs therein to prevent damage to the Common Area or to another Lot or Improved Lot.

7.2 Maintenance and Repairs. The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the CLUB property. The Board of Directors may by contract empower and grant to such firm, person or corporation the right of access as set forth in Section 1 of this Article. The Board of Directors may, by contract with such firm, person, or corporation, delegate to said firm, person, or corporation rights of collection of assessments and powers of enforcing the same.

7.3 Improved Lot Owners. Every Improved Lot owner must perform promptly all maintenance and repair work within his own property which, if omitted, would affect the other member's property and the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

7.4 Prohibition. No member shall make any alteration in the portions of the improvements which are to be maintained by the CLUB or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of any building or impair any easement.

7.5 Fee Simple Title. The CLUB will accept fee simple title to any portion of the Common Area, Parking Area, or Recreation Area, if DEVELOPER shall tender a deed of conveyance.

#### ARTICLE 8. VIOLATIONS.

8.1 In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Restrictions, these By-Laws or the Articles of Incorporation of the CLUB, by direction of its Board of Directors, may notify the members by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from

the date of the notice, the CLUB, through its Board of Directors, shall have the right to treat such violations as an intentional and inexcusable and material breach of the Declaration of Restrictions, the By-Laws, or the Articles of Incorporation, and the CLUB may then, at its option, have the following elections:

(i) An action at law to recover for its damage on behalf of the CLUB or on behalf of the other members; (ii) an action in equity to enforce performance on the part of the members; or (iii) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the CLUB to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a member, sent to the Board of Directors, shall authorize any member to bring an action in equity or suit at law on account of the violation.

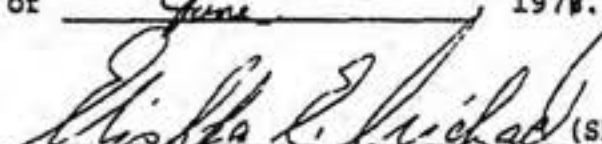
#### ARTICLE 9. AMENDMENT TO THE BY-LAWS

9.1 These By-Laws may be amended in the same manner as the Declaration of Restrictions may be amended, and in accordance with the provisions of the Articles of Incorporation.

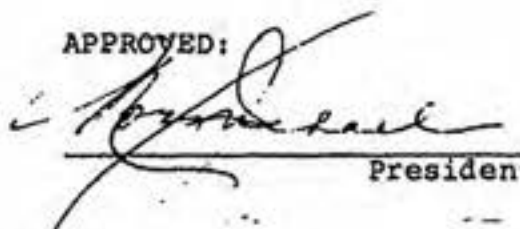
#### ARTICLE 10. RULES AND REGULATIONS.

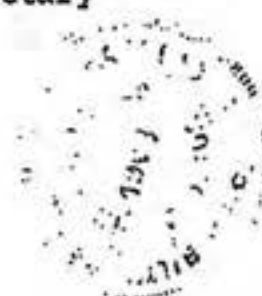
10.1 The Board of Directors may from time to time adopt and amend previously-adopted administrative rules and regulations governing the details of the operation and use of the Common Areas, Parking Areas and Recreation Areas, provided, however, that no such rules and regulations shall conflict with the Declaration of Restrictions, these By-Laws or the provisions of the Articles of Incorporation, and in the event of any conflict between the said rules and regulations and the foregoing, the latter shall prevail.

THE FOREGOING were adopted as the By-Laws of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non-profit corporation, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 9th day of June 1978.

 (SEAL)  
Secretary

APPROVED:

 (SEAL)  
President





RELEASE OF DECLARATION OF RESTRICTIONS

WHEREAS, BILTMORE BUILDING COMPANY, INC., (hereinafter called "Biltmore"), a Florida corporation, executed a certain Declaration of Restrictions (called "Declaration of Restrictions"), dated June 9, 1977 and recorded June 10, 1977 in Official Records Book 2690, Page 331, of the Public Records of Palm Beach County, Florida.

WHEREAS, Articles 10C and 19 of said Declaration of Restrictions provides that Biltmore shall have the right to alter or amend the Declaration of Restrictions and specifically to withdraw and release the lands from said Declaration of Restrictions.

WHEREAS, Biltmore has caused to be created the subdivision known as Townhouses of Golf View Harbour on the lands described in the plat of the TOWNHOUSES OF GOLF VIEW HARBOUR recorded in Plat Book 33, Page 24, of the Public Records of Palm Beach County, Florida, and the Declaration of Restrictions is applicable thereto.

WHEREAS, Biltmore has not proceeded with the development of Townhouses of Golf View Harbour as to Parcels "2" and "3" of GOLF VIEW HARBOUR 3rd SECTION, according to the plat thereof recorded in Plat Book 30, page 119, of the Public Records of Palm Beach County, Florida, and desires to withdraw and release said Parcels "2" and "3" from the affect of said Declaration of Restrictions.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, Biltmore Building Company, Inc., a Florida corporation, does hereby withdraw, release, unencumber, and declare null and void the above described Declaration of Restrictions recorded in Official Records Book 2690, page 331 of the Public Records of Palm Beach County, Florida, as to the following land located in Palm Beach County, Florida, to-wit:

Parcels "2" and "3" according to the plat thereof, as recorded in Official Records Book 2690, Page 331, of the Public Records of Palm Beach County, Florida.

Biltmore hereby declares that the only lands to be included and encumbered by said Declaration of Restrictions are and shall be the lands included in the plat of TOWNHOUSES OF GOLF VIEW HARBOUR recorded in Plat Book 33, Page 24, of the Public Records of Palm Beach County, Florida.

PREPARED BY MICHAEL E. LISTICK  
ATTO  
42 S E  
DELRAY BEACH FL 3344

(407) 655-8224

OCT-17-1996 8:22am 96-36302?  
GRB 9486 Pg 976  
| 1

**SCRIVENER'S ERROR AFFIDAVIT RE: TOWNHOUSES OF  
GOLF VIEW HARBOUR CLUB, INC.**

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, personally appeared NORMAN MICHAEL who, being duly sworn, deposes and says:

1) My name is Norman Michael, and I was the last president of Biltmore Building Company, Inc., a dissolved Florida corporation. I am over the age of eighteen.

2) The Biltmore Building Company, Inc. was the Developer of the Townhouses of Golf View Harbour Club.

3) This affidavit is made from my personal knowledge to correct a scrivener's error in the Declaration of Restriction concerning Townhouses of Golf View Harbour ("Declaration"), recorded in Book 2690, Page 331 of the Public Records of Palm Beach County, Florida. The Declaration only affects property within Palm Beach County, Florida described as follows:

ALL of TOWNHOUSES OF GOLF VIEW HARBOUR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, Page 119.

4) TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., administers the Declaration.

5) It was intended that the CLUB would not be responsible for maintenance of air conditioning systems for residential buildings. Declaration Article 5(c) contains two typographical errors and should read as follows (the language added is underlined, the language deleted is ~~struck out~~):

5. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

\*\*\*

AMENDMENT OF  
THE BY-LAWS  
OF

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.  
(a non profit corporation)

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non profit corporation makes the following Amendment to the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

1. The purpose of the Amendment is to amend the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., Article 2 - Club Membership--Meetings; 2.3 Annual Meeting, pursuant to Article 9 entitled AMENDMENT TO THE BY-LAWS.

2. That the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. is hereby amended by vote commenced February 8, 1983 in compliance with Article 9 above referred to of the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

The new Article 2 - Club Membership--Meetings; 2.3 Annual Meeting is approved to read as follows:

13.60  
"2.3 Annual Meeting. The annual meeting of the members shall be held during the month of May of each year at a date, time and location in Palm Beach County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Should the date for such annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Provided, however, that DEVELOPER shall control the affairs of the CLUB for the period that is set forth in the Declaration of Restrictions and paragraph 2.1 above.

3. That except as herein amended, the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. a non-profit corporation, recorded in Official Records Book 2690 Page 362 et seq of the Public Records of Palm Beach County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 3rd day of May, 1983.

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

BY Robert W. Clinger  
President

ATTESTED BY Eleanor Pierce  
Secretary

83 094168

1983 MAY 20 PM 1:17

B3947 P.1890

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared

Robert W. Cinger and Elson R. Rennie as

President and Secretary respectfully of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non-profit corporation, to me known to be the persons described in and who executed the foregoing Amendment and acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and that they have affixed thereto the official seals of said corporation and the said instrument is the act and deed of said corporation

SWORN TO and subscribed before me this 3<sup>rd</sup> day of May

1983.

Miriam H. Anderson  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC  
MY COM.  
EXPIRES

B3947 P1891



CERTIFICATE OF COMPLIANCE TO AMEND THE BY-LAWS

Pursuant to ARTICLE 9 - AMENDMENTS TO THE BY-LAWS, the Board of Directors, as certified by the undersigned subscribing officers, hereby accepts and designates this document as the "instrument" required by the Declaration of Restrictions Paragraph 21.

In accordance therewith, the attached proxies with signatures of record title holders also fulfills the requirement of fifty (50) written signatures to comply with the requirements of Article 9 above described and in so doing, allow amendment to ARTICLE 2-CLUB MEMBERSHIP-MEETINGS;  
2.3 Annual Meeting to read as follows:

"2.3 Annual Meeting. The annual meeting of the members shall be held during the month of May of each year at a date, time and location in Palm Beach County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Should the date for such annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Provided, however, that DEVELOPER shall control the affairs of the CLUB for the period that is set forth in the Declaration of Restrictions and paragraph 2.1 above."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of May, 1983.

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY Robert W. Clinger  
President  
BY Eleanor Pierce  
Officer

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME the undersigned authority, personally appeared Robert Clinger and Eleanor Pierce, as President and Officer of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non-profit corporation, to me known to be the persons described in and who executed the foregoing and acknowledge the execution thereof to be their act and deed as such officers for the uses and purposes therein mentioned and that they have affixed thereto the official seals of said corporation and the said instrument is the act and deed of said corporation.  
SWORN TO and subscribed before me this 3rd day of May, 1983.

[Signature]  
NOTARY PUBLIC

My commission expires:

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

B3947 P1892

602-398 jak

This document prepared by and return to:

GARY A. KORN, ESQ.  
BEDZOW, KORN, BROWN, WOLFE & LIPTON, P.A.  
Suite 200  
20803 Biscayne Boulevard  
Aventura, Florida 33180  
Mailing Address:  
P.O. Box 8020  
Hallandale, Florida 33008-8020  
Phone: (305) 935-6888 (Dade)  
(305) 523-6001 (Broward)  
Fax No. (305) 936-9502

DEC-02-1997 9:51am 97-428110  
ORB 10110 Pg 239  
1

### **COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS**

**KNOW ALL MEN BY THESE PRESENTS, that**

**WHEREAS, TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.,** a Florida not-for-profit corporation (the "Assignor") has, of even date herewith, executed a Promissory Note (the "Note") in favor of THE SKYLAKE STATE BANK, a Florida banking corporation (the "Assignee"), in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS; and

**WHEREAS, Assignor** desires to secure to Assignee the timely and complete payment and performance of the obligations evidenced by the Note;

**NOW, THEREFORE,** in consideration of the premises, and the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations paid to Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, its successors and assigns, the proceeds of all funds realized from any and all assessments, regular and special, levied by the Assignor in order to raise the funds necessary to tender all payments due under the Note and the Assignor does further assign, transfer and set over unto Assignee the Assignor's lien rights applicable to the enforcement of all such assessments, regular and special, as specifically described in the Declaration of Restrictions for the Townhouses of Golf View Harbour (the "Declaration"), as recorded in Official Records Book 2690, at Page 331, of the Public Records of Palm Beach County, Florida, as same may have previously been amended. The assignment to the Assignee of the Assignor's lien rights in accordance with this Assignment shall be on a prorata basis against each of the residences within the Development (as hereinafter defined) which are delinquent in the payment of assessments imposed by the Assignor. This Assignment shall remain in full force and effect until all indebtedness evidenced by the Note shall have been fully paid and satisfied. This Assignment is subject to the following terms and conditions:

1. Until default shall have occurred in the performance of any of the agreements, covenants and promises contained in the Note, Assignor may continue to retain possession of all assessments, regular and special, and the lien rights appurtenant thereto and necessary to enforce such assessments. Upon occurrence of any default under the Note, Assignor shall deliver to Assignee all proceeds realized from assessments, regular and special, imposed upon the residences within the development (the "Development") which is subject to the terms and provisions of the Declaration, and Assignor agrees to execute and deliver to the holder of the Note any further assignments necessary to perfect the transfer of such funds and the pledge of the lien rights appurtenant thereto and necessary to enforce collection of such assessments. In addition, upon the occurrence of any default under the Note, the Assignee shall have the right and authority to cause the Assignor to impose assessments against the residences within the Development and to collect said assessments by enforcement of the lien rights herein pledged and assigned.

2. As long as this Assignment remains in effect, the Assignor shall not amend or modify the terms and provisions of the Declaration which would affect the rights of the Assignee under this Assignment without the consent of the Assignee and the Assignor shall not amend or modify the By-Laws of the Assignor or the Articles of Incorporation of the Assignor without the consent of the Assignee, if such amendments would affect the rights of the Assignee under this Assignment.

3. Assignor agrees that in connection with the levy of assessments against the residences within the Development, it will:

- a. Use all funds collected to the extent necessary for the purpose of satisfying or reducing the interest, principal and other sums that may be due under the Note;
- b. Not grant any concessions, forgiveness, forbearance or other relief from the obligation of each unit owner to pay such assessments without Assignee's written consent; and
- c. Enforce all of the terms, conditions, provisions and covenants contained in the Declaration, as such documents provide for the levy, collection and enforcement of assessments.

Violation of any of the above covenants shall constitute a default under this Assignment and, in the event of such default and/or in the event of a default under the Note, the Assignee shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, the Assignee shall have the right to notify each member of the Assignor to pay directly to the Assignee, until the Note shall be paid in full, all assessments imposed against the residences within the Development and each member of the Assignor shall be entitled to rely upon such written directions from the Assignee without the necessity for receiving confirmation from the Assignor. In addition, in the event of a default under this Assignment and/or under the Note, the Assignee shall, upon the filing of a bill in equity to enforce the rights of the Assignee hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take control of the operation of the Assignor. The receiver shall collect all assessments and other revenues due

to the Assignor and shall apply same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida.

4. All sums collected and received by Assignee as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the costs of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Assignee for any sum or sums received from assessments until the amount collected is actually received by Assignee, and no credit shall be given for any uncollected amounts or bills.

5. Assignee may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees as shall be necessary for the collection of such assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the assessments and to do all acts relating thereto as authorized by the Declaration. Assignee shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the assessments as a cost of collection. The Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care.

6. Assignor agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted in any other security instrument given by Assignor to Assignee to evidence or further secure payment of the Note and the rights herein shall be in addition thereto. The collection and application of the proceeds of the assessments to the indebtedness evidenced by the Note or as otherwise above provided shall not constitute a waiver of any default which might, at the time of application or thereafter, exist under the Note, and the payment of the indebtedness secured by such instruments may be accelerated in accordance with their terms, notwithstanding such application.

7. The Assignor shall obtain, and maintain in full force and effect, hazard and public liability insurance coverages, written by carriers licensed or authorized to transact business in the State of Florida and which are rated "B" or higher, Class III or higher, according to the latest published Best's Key Rating Guide. The assignee shall be named as an additional loss payee and as an additional insured under all insurance policies obtained by the Assignor.

8. This assignment of the right to collect assessments and the pledge and assignment of the lien rights to enforce such assessments shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon the successors and assigns of Assignor.

9. Upon full and complete payment of the Note, the Assignee shall execute, and deliver to the Assignor, a release of this Assignment, in recordable form.

10. The Assignee shall have the right to disclose and advertise, by whatever means of disclosure and advertisement the Assignee deems appropriate, the extension of the loan to the Assignor by the Assignee evidenced by the Note.

IN WITNESS WHEREOF, this Assignment has been executed this 20th day of November, 1997.

Signed, sealed and delivered in the  
in the presence of:

S. Melvin Kocubes  
Print Name: S. MELVIN KOCUBES

Carol Schiavone  
Print Name: Carol Schiavone

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB,  
INC., a Florida not-for-profit corporation

By: Marie E. Jacobucci  
MARIE JACOBUCCI, President

By: Al Notar  
AL NOTAR, Vice-President

Address: 1416 Oxford Lane  
Boynton Beach, Florida 33426

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me this 20th day of November, 1997 by MARIE JACOBUCCI and AL NOTAR, the President and Vice-President, respectively, of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a Florida not-for-profit corporation. They provided Florida Drivers' Licenses for identification and they did not take an oath.

My Commission Expires:

Shirley L. Sinatra  
Notary Public, State of Florida

Print Name: Shirley L. Sinatra



SHIRLEY L. SINATRA  
My Commission CC377362  
Expires Jun. 27, 1998  
Bonded by ANB  
800-852-5878



**This Quit-Claim Deed**, Executed this 30th day of April, A. D. 1980, by  
TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a Florida corporation

first party, to

NORMAN J. MICHAEL and ELISHKA E. MICHAEL, his wife

whose postoffice address is Post Office Box 1480, Boynton Beach, Florida 33435

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida, to-wit:

Tracts 2 & 3, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, pages 119 and 120.

**To Have and to Hold** the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB  
Florida Corporation

BY: *Norman J. Michael*  
NORMAN J. MICHAEL, President

BY: *Elishka E. Michael*  
ELISHKA E. MICHAEL, Secretary

STATE OF FLORIDA,  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NORMAN J. MICHAEL, PRESIDENT and ELISHKA E. MICHAEL, SECRETARY, OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th April, A. D. 1980.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JAMES B. DUNKLE  
CLERK OF CIRCUIT COURT  
PREPARED BY: AMRE, M. LISTICK

Notary Public

Notary Public, State of Florida  
My Commission Expires April 30, 1981  
Bonded thru Maryland Bonding Company

PREPARED BY: AMRE, M. LISTICK

42 S. E. ...  
DELRAY BEACH, FLORIDA 33444

This Instrument prepared by:

Address

DELRAY BEACH, FLORIDA 33444

80 078526

80 078526

100 US  
400  
100

83283 P0422



This Quit-Claim Deed, Executed this 10 day of June, A. D. 1980, by

BILTMORE BUILDING COMPANY, INC., A FLORIDA CORPORATION,

a corporation existing under the laws of FLORIDA, and having its principal place of  
business at P.O. BOX 1480, BOYNTON BEACH, FLORIDA 33435  
first party, to TOWNHOUSES OF GOLFVIEW HARBOUR, INC., A FLORIDA NOT FOR PROFIT  
CORPORATION.

whose postoffice address is P.O. BOX 1480, BOYNTON BEACH, FLA. 33435

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal  
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context  
so admits or requires.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$ 1.00  
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-  
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which  
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being  
in the County of PALM BEACH State of FLORIDA, to wit:

Any and all right, title and interest of Grantor in and to: (a) recreation  
area (including swimming pool and appurtenances thereto); (b) parking  
areas; (c) easements; (d) common area; (e) private roads and driveways;  
and (f) walkways and sidewalks; All of which being located and situated  
upon the following described property:

PARCELS P-1 THRU P-20 AND ALL ROADS IN PLAT, OF THE TOWNHOUSES OF  
GOLFVIEW HARBOUR, according to the Plat thereof on file in the  
Office of the Circuit Court in and for Palm Beach County, Florida,  
recorded in Plat Book 33, Page 24, being a replat of Tract 1,  
GOLFVIEW HARBOUR, 3rd SECTION, according to the Plat thereof on file  
in the Office of the Clerk of the Circuit Court in and for Palm Beach  
County, Florida, recorded in Plat Book 30, Page 119.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto  
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-  
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said  
second party forever.

**In Witness Whereof**

(CORPORATE SEAL)

the said first party has caused these pres-  
ents to be executed in its name, and its corporate seal to be hereunto affixed,  
by its proper officers thereunto duly authorized, the day and year first above  
written.

ATTEST

ELISHKA E. MICHAEL

Secretary

Signed, sealed and delivered in the presence of:

Angela M. Geraci  
Michael M. Clark

By

NORMAN J. MICHAEL

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, as officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared NORMAN J. MICHAEL & ELISHKA E. MICHAEL, as PRESIDENT and SECRETARY of  
BILTMORE BUILDING COMPANY, INC.

well known to me to be the President and secretary respectively of the corporation named as first party  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of me subscribing witnesses 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.

WITNESS my hand and official seal in the County and State hereabove this 10 day of June, A. D. 1980

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 28 1982  
BONDED 1000 GENERAL INS. UNDERWRITERS

This instrument prepared by

N. J. MICHAEL  
P.O. BOX 1480  
BOYNTON BEACH, FLA.

Address

Kathy Hawkins  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

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

80 170377

SEP 29 PM 3:06

460  
40  
B3373 P1154

**This Quit-Claim Deed**, Executed this 31 day of March, A. D. 1982, by

BILTMORE BUILDING COMPANY, INC., a Florida Corporation,

first party, to

TOWNHOUSE OF GOLF VIEW HARBOUR CLUB, INC., a Florida not for profit corporation,

whose postoffice address is 1443 S.W. 27th Avenue, Boynton Beach, Florida 33435

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 10 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida, to-wit:

Any and all right, title and interest of Grantor in and to: (a) recreation area (including swimming pool and appurtenances thereto); (b) parking areas; (c) easements; (d) common area; (e) private roads and driveways; and (f) walkways and sidewalks: All of which being located and situate upon the following described property:

All of TOWNHOUSES OF GOLF VIEW HARBOUR, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLF VIEW HARBOUR, 3rd Section, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, Page 119.

This quit-claim includes all land not previously specifically conveyed by First Party, located in the plat of Townhouses of Golf View Harbour, recorded in Plat Book 33, Page 24 of the Public Records of Palm Beach County, Florida, including Lot 19 of said plat and any other parcels wherein a common recreational facility is constructed. It is acknowledged that Lots 1 A thru 18 A, Lots 1 B thru 18 B, Lots 1 C thru 18 C, and Lots 1 D thru 18 D, are excluded and that all common areas and common easements are quit-claimed herein. It is acknowledged that Lot 19, is a recreation area and that all areas not designated as a part of a Lot are quit-claimed as common area.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*John M. Burns*  
*Angela M. Cirincione*

BILTMORE BUILDING COMPANY, INC.

BY: *Norman J. Michael*  
NORMAN J. MICHAEL, PRESIDENT

BY: *Elishka E. Michael*  
ELISHKA E. MICHAEL, SECRETARY

STATE OF FLORIDA,  
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NORMAN J. MICHAEL and ELISHKA E. MICHAEL, as President and Secretary of BILTMORE BUILDING COMPANY, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of March A. D. 1982.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 7 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

This Instrument prepared by: MICHAEL M. LISTICK, P.A.  
Address 42 S.E. 6th Ave. Delray Beach, Fla. 33444

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

B3783 P1943

82 137861

1982 AUG 31 AM 10:42

5-18

Robert E. Ferris, Jr., Esq.  
540 NE 4th St., Apt. 3330  
H. Landels, Jr., Esq.



WARRANTY DEED

THIS WARRANTY DEED, made and executed the 11th day of October, A.D., 19 78, by BILTMORE BUILDING COMPANY, INC., a corporation existing under the laws of the State of Florida and having its principal place of business at 2560 S.W. 14th Court, Boynton Beach, Florida, hereinafter called the Grantor, to LEWIS RADTKE and HATTIE RADTKE, his wife whose postoffice address is 3836 Poinciana Place, Boynton Beach, Florida hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Palm Beach County, Florida, viz:

Lot B, Block 17, TOWNHOUSES OF GOLF VIEW HARBOUR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, page 24; TOGETHER WITH the right to utilize private streets as shown on the above mentioned Plat recorded in Plat Book 33, page 24 of the Public Records of Palm Beach County, Florida; and the right to utilize sidewalks, parking areas, easements, etc. required to service or to provide ingress or egress to said unit.

SUBJECT TO:

1. Easements, restrictions, reservations of record and taxes subsequent to December 31, 19 77.
2. Declaration of Restrictions filed of record on June 10, 1977 in Official Record Book 2690, pages 331 through 369, inclusive of the Public Records of Palm Beach County, Florida.
3. The rights of other unit owners in Block 17 (including guests, agents and licensees) to utilize sidewalks, parking areas, easements, etc. required to service or to provide ingress or egress to said units.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

Elisha E. Michael  
Secretary



Signed, Sealed and delivered in the presence of:

James H. Lylicka  
Witness

BILTMORE BUILDING COMPANY, INC.

BY:

Norman J. Michael  
President

James H. Lylicka  
Witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NORMAN J. MICHAEL and ELISHKA E. MICHAEL, well known to me to be the President and Secretary respectively of the corporation named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses 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.

78 166177

1978 OCT 19 AM 8:49

7.60  
122.76  
H5.10

WARRANTY DEED  
PAGE 2

WITNESS my hand and official seal in the County and State last  
aforesaid this 11th day of October, A.D., 1978

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 1, 1980

James A. [Signature]  
Notary Public

ACCEPTANCE:

The undersigned Grantee(s) named in the above Warranty Deed hereby  
accept the foregoing Warranty Deed including the matters and Declaration  
of Restrictions, recorded in Official Record Book 2690, pages 331 through  
369, inclusive of the Public Records of Palm Beach County, Florida.

[Signature]  
Witness

[Signature]  
Witness

STATE OF Florida  
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized  
in the State and County aforesaid to take acknowledgments, personally appeared,  
Louis Radtke and Hattie Radtke  
to me known to be the person(s) 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  
said this 15 day of October, A.D., 1978

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 1, 1980

James A. [Signature]  
Notary Public

This Instrument prepared by:

✓ P.O. Box 1480  
BOYNTON BEACH  
33435

NORMAN J. MICHAEL, PRESIDENT  
BILTMORE BUILDING COMPANY

STATE OF FLORIDA  
DOCUMENTARY  
DEPT. OF REVENUE  
122.70

FLORIDA  
OCT 19 1978  
DOCUMENTARY  
SUR TAX  
45.10

40,900

PALM BEACH REC 2943 PAGE 1763

Record Verified  
Palm Beach County, Fla.  
John B. [Signature]  
Clerk Circuit Court



26007

82 147693

1982 SEP 17 AM 10:31

B3793 P1322

WARRANTY DEED  
FROM CORPORATION

MICHAEL M. LISTICK, P.A.  
Attorney At Law  
616 E Atlantic Ave.  
Delray Beach, Florida 33444  
FORM 33

**This Warranty Deed** Made and executed the 30th day of August A. D. 1982 by  
**BILTMORE BUILDING COMPANY**

a corporation existing under the laws of FLORIDA, and having its principal place of  
business at 1470 S. W. 25TH WAY, BOYNTON BEACH, FLORIDA 33435  
hereinafter called the grantor, to

**TOWNHOUSES OF GOLFVIEW HARBOUR, INC., A FLORIDA CORPORATION**  
whose postoffice address is 101 S. E SIXTH AVENUE, SUITE D  
DELRAY BEACH, FLORIDA 33444  
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and  
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in  
County, Florida, viz:

PARCEL P-9 ACCORDING TO THE PLAT OF TOWNHOUSES  
OF GOLFVIEW HARBOUR, AS RECORDED IN PLAT BOOK  
33 AT PAGE 24 OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.



**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-  
wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;  
and that said land is free of all encumbrances



**In Witness Whereof** the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.

ATTEST *Elishka E. Michael*  
ELISHKA E. MICHAEL Secretary

BILTMORE BUILDING COMPANY, INC.

Signed, sealed and delivered in the presence of:

*Angela M. Cirincione*  
*Kellford M. Clark*

*Norman J. Michael*  
By NORMAN J. MICHAEL President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared NORMAN J. MICHAEL AND ELISHKA E. MICHAEL

well known to me to be the President and Secretary respectively of the corporation named as grantor  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily  
under authority duly vested in them by said corporation and that the seal affixed therein is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of August A. D. 1982

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 7 1985  
BONDED THRU GENERAL JUDGE  
This Instrument prepared by: NORMAN J. MICHAEL  
Address P.O. BOX 1480  
BOYNTON BEACH, FLA. 33435

*Angela M. Cirincione*

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

5.60  
45



**TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**  
**CERTIFICATE OF RESOLUTION**

The undersigned Secretary of the Board of Directors of the Townhouses of Golf View Harbour Club, Inc. ("Association") hereby certifies that the following resolution was passed unanimously or by majority vote of the members of such Board, at the meeting held on July 28, 2020.

**RESOLUTION FOR PROSPECTIVE ENFORCEMENT OF SECTION 13 OF THE  
DECLARATION ARCHITECTURAL CONTROL AND GRANDFATHERING IN OF OWNERS  
WHO CURRENTLY HAVE ALTERED LOTS**

WHEREAS, Section 13 ARCHITECTURAL CONTROL of the Association's Declaration recorded in the Public Records of Palm Beach County, Florida Book at Official Record Book 2690, Page 331, prohibits the owner or occupant of each Lot from permitting a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specification thereof have been submitted to and approved by the BOARD before any construction is begun.

WHEREAS, over the years, one or more owners have altered their structures at the Association without obtaining board approval which have been overlooked by the Association and/or because of the long passage of time, there are proof and enforcement problems regarding these old violations, so that no general waiver of the above provision was intended; and

WHEREAS, the Board of Directors in accordance with their fiduciary duties wants to reinstate enforcement ARCHITECTURAL CONTROL restrictions within Section 13 of the Declaration;

NOW, THEREFORE, be it resolved by the Association as follows:

1. Reinstatement of Enforcement. The above provision will again be enforced and the Architectural Control requirements are hereby ratified and confirmed.

2. Grandfathering in of Existing Owners who have made alterations to their lots. Owners who have made alterations to their lots without board approval on the date this Resolution is passed will be "grandfathered in" based on the circumstances set forth above, but only to the extent of alterations already made which may not be expanded.

4. No Waiver. This resolution is not intended to waive or relinquish any rights or remedies of the Association except to the extent explicitly provided herein.

5. Recording. The Association intends to record a copy of this Resolution in the Public Records for purposes of putting all current and potential owners on notice hereof.

Townhouses of Golf View Harbour  
Club, Inc.

BY:

TITLE:

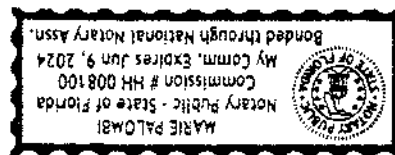
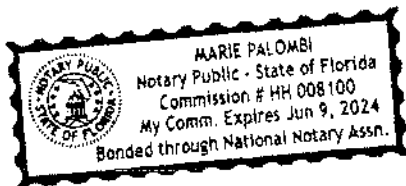
STATE OF FLORIDA :

COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me this 12  
day of August, 2020, by Robert W. Clinger as  
Board President of Townhouses of Golf View Harbour Club, Inc. ( ) who  
is/are personally known to me, OR ( ) has/have produced \_\_\_\_\_  
as identification, and did not take an  
oath.

My Commission Expires:

NOTARY PUBLIC





# **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**

## **Rules and Regulations**

### **LEGAL**

Unit Owner acknowledges that they have been provided a copy of the Declaration of Restrictions, Articles of Incorporation, By-laws and the Rules and Regulations and are required to abide by them. Unit owner may be assessed for enforcement costs incurred by the Association.

### **PARKING**

1. Absolutely no parking on the grass. No parking on the streets between 12:00 A.M. (midnight) and 6:00 A.M.
2. Vehicles must be parked in a designated parking area. Each unit is assigned two parking spaces. Only one vehicle may be parked in each space. There is no guest parking, please arrange for offsite parking.
3. Parking unlicensed, inoperative, commercial vehicles, trailers, mobile homes, campers, camper cars, boats or any other recreational vehicles or items are not allowed.
4. Vehicles may not be repaired in the parking lots or streets. Unit Owner(s) shall be liable for the cost to clean up oil, gas, transmission fluid, etc.
5. Each unit receives two parking stickers and two parking hangtags. The parking stickers must always be visible when the vehicle is on Association property. Vehicles without a parking permit, parked in prohibited areas, or parked in violation of the Rules and Regulations will be booted or towed at the owner's expense.

### **BUILDING/UNITS**

6. Unit number signs are for delivery and emergency personnel so that they can find your unit efficiently, they are not for mailing purposes. Mail will not be delivered if you use your unit number.
7. "For sale", "for rent" or any other types of signs are not allowed.
8. Do not paint the balconies.
9. Unit owners are responsible for any damage to the roofs from air conditioning companies or anyone else hired by the unit owner.
10. The Board must be provided a copy of the permit/permit number for any new air conditioning units prior to installation and must be advised of any maintenance.
11. The Board has the right to enter the patio area for repairs and maintenance.
12. Holiday decorations can be put up no earlier than one month before a holiday and must be taken down no later than one month afterwards.
13. An approved Architectural Review Board (ARB) form is required for any exterior alteration, repair, modification, or construction.
14. Any unit owner who owes the HOA more than \$1,950 and is over 90 days late will be referred to the HOA lawyer to start the debt collection process.

### **COMMON GROUNDS**

15. Yard sales must be approved by the Board.
16. Garbage is to be placed out on Monday and Thursday nights after 6:00 P.M.
17. Recycling is picked up on Tuesdays. Large items, furniture, etc. will be picked up on Fridays.
18. Return garbage cans to your patio after pickup on Tuesday and Friday.
19. Pick up any trash left by garbage department.
20. Tampering with the sprinkler heads or any other part of the sprinkler system is prohibited; Unit Owner(s) shall be liable for any damage caused to the sprinkler system.
21. Children must always be supervised when playing on common grounds.
22. Toys, bicycles, etc., are not to be left on walkways, lawns, parking lots or streets.
23. Any damage caused by children on common grounds are the parents' responsibility and will be the responsibility of the Unit Owner.

# **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**

## **Rules and Regulations**

### **FENCE AREA**

- 24. Planting outside of the fenced area must be approved by the Board.
- 25. Unit Owner(s) shall be liable for excessive damage to the fences.

### **DOGS AND CATS**

- 26. Unit owners and tenants are required to walk their dogs and cats on a leash and pick up after their pets. This is a strict city ordinance, which could result in a fine.
- 27. Dogs and cats are not allowed to be left unattended on the patio. Boynton Beach city ordinance section 4.24(b) requires that adequate shelter must be provided. Violations will be reported to Boynton Beach Animal Control.

### **POOL AREA**

- 29. The pool shall be open from dawn to dusk.
- 30. No life guard on duty. Swim at your own risk.
- 31. Food permitted in covered cabana area only.
- 32. No glassware is allowed in the pool area.
- 33. Only residents or their approved guests are permitted to use the pool. Residents must accompany their guests.
- 34. No one under 16 years of age is allowed in the area without a supervising adult. An adult in the water must accompany children who cannot swim. It is the responsibility of the supervising adult to ensure that children observe the rules.
- 35. No running, diving, floats, or horseplay allowed.
- 36. No group activities are allowed without prior board approval.
- 37. Proper swimming attire is required to use the pool.
- 38. Everyone must shower at the pool prior to entering the pool. Shampoo and soap is not permitted.
- 39. No person under the influence of liquor or drugs is permitted in the pool area.
- 40. No bicycles, skates, skateboards, or ball playing permitted in the pool area.
- 41. Pets are not permitted in the pool or within the pool area.
- 42. Any person with a bandage or exposed open wound on any part of the anatomy shall not be permitted in the pool.
- 43. No furniture or strollers are permitted within four (4) feet of the pool.
- 44. All pool chairs and patio furniture must be returned to their proper position when moved. Reserving of patio furniture is prohibited.
- 45. Any person using oils or suntan lotion must cover pool furniture with a towel.
- 46. Anyone not continent, or toilet trained, must wear a rubber pant (or suitable pool diaper) when entering the pool.
- 47. Please keep the pool area clean by depositing all litter in proper receptacles.
- 48. Pool gate must remain closed at all times; use your key.
- 49. Mechanical equipment within the pool area must not be tampered with, any malfunction(s) should be reported immediately to Management.

### **ASSOCIATION APPROVAL FOR SALE OR LEASE**

- 50. Applicants seeking approval from the association to occupy a unit may be denied if, as reasonably determined by the association:
  - a. All applicants have a credit score lower than 620, a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts, or the person does not appear to have adequate financial resources available to meet his/her obligations.
  - b. Any applicant that has a felony record of arrests, convictions, withholds of adjudication or institutionalizations within the past 10 years indicating their behavior may not match the values of the community or may be disruptive to the community.

# TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

## Rules and Regulations

### SUMMARY OF MAINTENANCE RESPONSIBILITY

Element	Unit Owner	Association	Notes
Roof		X	
Roof sheathing		X	Visible from 2nd floor crawlspace hatches
HVAC/Air conditioning unit	X		
HVAC/Air conditioner stands	X		
Eaves		X	
Common walls		X	
Concrete slab (first floor and patio)		X	
Balcony		X	
Windows	X		
Sliding glass doors	X		
Front door	X		
Hurricane protection/shutters	X		
Window and door frames		X	Caulk between the window/door frame and the concrete
Water intrusion		X	Fix leaks through roof, balcony, window frame, and caulking between the window/door frame and the concrete
Decorative shutters		X	
Painting exterior walls and balcony		X	
Interior sheetrock	X		
Interior joists, trusses, plumbing, electrical and HVAC ductwork	X		
Exterior plumbing, electrical and HVAC.	X		Faucets, pipes, sewer cleanouts, electrical outlets, etc.
Exterior dryer vent hoods	X		
Patio fence		X	Unit Owner is responsible for excessive damage. Fencing leaning more than 4 degrees or 5 inches
Patio gate		X	Unit Owner is responsible if the gate has been modified (i.e. a locking mechanism has been added)
Patio flooring	X		
Trees and bushes inside the patio	X		Must not extend beyond the patio or through the fence
Exterior street lights		X	
Trees and bushes outside the patio		X	
Landscaping		X	Grass, weeds, bugs, moles, etc
Landscaping, trees, bushes, paths, etc	X		Outside the patio done by the homeowner with Board approval
Parking spot bumpers and surface		X	Unit owner is responsible for excessive damage
Roads		X	The roads are private and not maintained by the city
Sign posts		X	The signs are private and not maintained by the city
Mailboxes & Locks		X	
Termite fumigation	X	X	The unit owners are responsible for sharing the cost, the association is responsible for enforcing timely cooperation
Rodent/pest control		X	Exterior
Rodent/pest control	X		Interior

# TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

## Rules and Regulations

### SUMMARY OF MAINTENANCE RESPONSIBILITY

Element	Unit Owner	Association	Notes
Roof		X	
Roof sheathing		X	Visible from 2nd floor crawlspace hatches
HVAC/Air conditioning unit	X		
HVAC/Air conditioner stands	X		
Eaves		X	
Common walls		X	
Concrete slab (first floor and patio)		X	
Balcony		X	
Windows	X		
Sliding glass doors	X		
Front door	X		
Hurricane protection/shutters	X		
Window and door frames		X	Caulk between the window/door frame and the concrete
Water intrusion		X	Through roof, balcony, window frame, and door frames
Decorative shutters		X	
Painting exterior walls and balcony		X	
Interior sheetrock	X		
Interior joists, trusses, plumbing, electrical and HVAC ductwork	X		
Exterior plumbing, electrical and HVAC.	X		Faucets, pipes, sewer cleanouts, electrical outlets, etc.
Exterior dryer vent hoods	X		
Patio fence		X	Unit owner is responsible for excessive damage
Patio flooring	X		
Trees and bushes inside the patio	X		Must not extend beyond the patio or through the fence
Exterior street lights		X	
Trees and bushes outside the patio		X	
Landscaping		X	Grass, weeds, bugs, moles, etc
Landscaping, trees, bushes, paths, etc	X		Outside the patio done by the homeowner with Board approval
Parking spot bumpers and surface		X	Unit owner is responsible for excessive damage
Roads		X	The roads are private and not maintained by the city
Sign posts		X	The signs are private and not maintained by the city
Mailboxes		X	
Termite fumigation	X	X	The unit owners are responsible for sharing the cost, the association is responsible for enforcing timely cooperation
Rodent/pest control		X	Exterior
Rodent/pest control	X		Interior



## **Townhouses of Golf View Harbour**

### **Pool Rules**

1. Hours: Dawn to Sunset
2. No one allowed except townhouse residents & guest
3. No child under 16 allowed without an accompanying parent
4. Shower before entering pool, no oils allowed
5. Persons with long hair must wear bathing cap
6. No running, diving, floats, or horseplay allowed
7. No pets allowed
8. No bikes, skates, skateboards or ball playing allowed
9. No glassware allowed
10. No group activities without prior board approval allowed
11. Proper swimming attire required

HOMEOWNERS ASSOCIATION NOTICE  
PURSUANT TO CHAPTER 712.06, Fla. Stat.

Pursuant to Chapter 712, Fla. Stat., Townhouses of Golf View Harbour Club, Inc. files this notice indicating its intent and desire to preserve the covenants and restrictions contained in the Association's governing documents as such are defined in Chapter 720, Fla. Stat., and, by filing this notice for record, preserves and protects said governing documents from extinguishment by operation of Chapter 712, Fla. Stat.

The undersigned hereby certifies that the preservation of the governing documents and all covenants and restrictions therein has been approved by at least two thirds of the Board of Directors of Townhouses of Golf View Harbour Club, Inc. at a meeting for which the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Fla. Stat., was mailed or hand delivered to members of the homeowners' association not less than 7 days prior to such meeting.

- (a) Name of Association: Townhouses of Golf View Harbour Club, Inc.
- (b) Attached to this Notice as Exhibit "A" is an affidavit executed by the appropriate member of Townhouses of Golf View Harbour Club, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat. to be mailed or hand delivered to the members of Townhouses of Golf View Harbour Club, Inc.
- (c) Full and Complete Description of all land affected by this Notice:

All of TOWNHOUSES OF GOLF VIEW HARBOUR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, Golf View Harbour, 3RD SECTION, according to the Plat thereof on file with the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, page 119.

- (d) Statement of Claim:

A list and complete set of the governing documents including all amendments thereto which contain the covenants and restrictions sought to be preserved by this Notice are attached hereto as Exhibit "B" and incorporated herein by reference.

HOMEOWNERS ASSOCIATION NOTICE  
PURSUANT TO CHAPTER 712.06, Fla. Stat.  
Townhouses of Golf View Harbour Club, Inc.  
Page 2 of 2

(e) Description of instrument:

The Declaration of Restrictions recorded in Official Records Book 2690, Page 331 of the Public Records of Palm Beach County, Florida, the Association's Bylaws and Articles of Incorporation which are attached as exhibits to the Declaration and all amendments thereto.

IN WITNESS WHEREOF, this Notice was signed and sealed on the 25 day of MARCH, 2008.

Signed, sealed and delivered in the presence of:

Michael A Young  
MICHAEL A YOUNG  
Print name of witness

Marcos Viale  
MARCOS VIALE  
Print name of witness

Michael A Young  
MICHAEL A YOUNG  
Print name of witness

Marcos Viale  
MARCOS VIALE  
Print name of witness

Townhouses of Golf View Harbour  
Club, Inc.

William F Hoffman (SEAL)  
By: WILLIAM HOFFMAN, President

ATTEST

Paul Skoskie (SEAL)  
By: PAUL SKOSKIE, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2008 by WILLIAM HOFFMAN and PAUL SKOSKIE, the President and Secretary, respectively, of Townhouses of Golf View Harbour Club, Inc. who are personally known to me and they did take an oath.

My Commission Expires:

Notary Public:

Print Notary Name



Carol E. Cedar  
My Commission DD308848  
Expires April 05, 2008

Affidavit executed by the appropriate member of Townhouses of Golf View Harbour Club, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat., to be mailed or hand delivered to the members of Townhouses of Golf View Harbour Club, Inc.

**EXHIBIT A**



AFFIDAVIT

Before me, the undersigned authority, personally appeared, WILLIAM HOFFMAN who, after being duly sworn, deposes and says:

1. I am PRESIDENT (office held) and a member of the Board of Directors of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. and have been authorized by the Board of Directors to sign this affidavit.
2. All matters set forth herein are true and made of my own personal knowledge.
3. I affirm that the Board of Directors of Townhouses of Golf View Harbour Club, Inc. caused a notice containing the date, time and place of the meeting of the Board of Directors of the Association held on MARCH 25, 2008 to be provided to all members by hand delivery or U.S. mail more than seven days prior to the meeting and posted in a conspicuous place in the community at least forty eight hours prior to the meeting. The notice identified above is attached to this affidavit as Exhibit "A."
4. I affirm that the Board of Directors of Townhouses of Golf View Harbour Club, Inc. caused the Statement of Marketable Title Action required by Section 712.06(1)(b), Fla. Stat., to be included in the notice mailed or hand delivered to all members of the Association.

Further Affiant Sayeth Naught.

Signed: William F. Hoffman

Print Name: WILLIAM HOFFMAN


STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared WILLIAM HOFFMAN, to me known to be the person described in and who executed the foregoing instrument (personally known to me if left blank or produced \_\_\_\_\_ as identification), took an oath that the foregoing was true and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this 25 day of MARCH, 2008.

My Commission Expires:

Carol E Cedar  
Notary Public Signature

 Carol E Cedar  
My Commission DD306848  
Print Notary Name: Carol E Cedar Expires April 05, 2008

NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF  
TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

EXHIBIT

A

TO ALL MEMBERS:

A meeting of the Board of Directors is scheduled for the following date, time and place:

Date: MARCH 25, 2008  
Time: 7:00 PM.  
Place: ASSOCIATION'S POOL

The governing documents of Townhouses of Golf View Harbour Club, Inc. that provide for the rights and obligations of the members and that provide for the maintenance and improvement of the property in our community are approaching thirty years old. A statute exists on the books in Florida that could, under some circumstances, extinguish the existing covenants after they have existed thirty years. Needless to say, the extinguishment of our covenants and restrictions would be devastating to Townhouses of Golf View Harbour Club, Inc. and destroy its property values. At the meeting called for the above date and time, the Board will consider approving the filing of a Notice in the Public Records of Palm Beach County consistent with Section 712.06, Fla. Stat., to preserve and protect the covenants and restrictions contained in the governing documents of Townhouses of Golf View Harbour Club, Inc. and prevent their extinguishment under the terms of the referenced statute.

STATEMENT OF MARKETABLE TITLE ACTION

The Townhouses of Golf View Harbour Club, Inc. has taken action to ensure that its Declaration of Restrictions recorded in Official Records Book 2690 at Page 331 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, which was recorded to burden the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence in all instances where the Marketable Record Title Act has not affected that burden. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DATED: MARCH 14, 2008.

BY ORDER OF THE BOARD OF DIRECTORS

MARCOS VIALE  
MARCOS VIALE  
Townhouses of Golf View Harbour Club, Inc.

List of governing documents identified by Official  
Record Book and Page and copies of recorded covenants  
and restrictions

**EXHIBIT B**

*This is not a certified copy*

1. **Book and Page:** PB 30/119                      **TOI:** PLT                      **DOF:** 12/05/1973  
    **First Party:** MICHAEL  
    **Second Party:**
2. **Book and Page:** PB 33/24                      **TOI:** PLT                      **DOF:** 06/08/1977  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:** BILTMORE BLDG CO INC
3. **Book and Page:** OR 9486/976                  **TOI:** AFF                      **DOF:** 10/17/1996  
    **First Party:** MICHAEL  
    **Second Party:**
4. **Book and Page:** OR 2690/331                  **TOI:** R                        **DOF:** 06/10/1977  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:**
5. **Book and Page:** OR 3283/419                  **TOI:** REL                      **DOF:** 05/01/1980  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:**
6. **Book and Page:** OR 3783/1941                  **TOI:** TERM                      **DOF:** 08/31/1982  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:**
7. **Book and Page:** OR 3947/1890                  **TOI:** AMD                      **DOF:** 05/20/1983  
    **First Party:** TOWNHOUSES OF GOLFVIEW HARBOUR CLUB INC  
    **Second Party:**
8. **Book and Page:** OR 3373/1154                  **TOI:** QCD                      **DOF:** 09/29/1980  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:** TOWNHOUSES OF GOLFVIEW HARBOUR INC
9. **Book and Page:** OR 3783/1943                  **TOI:** QCD                      **DOF:** 08/31/1982  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:** TOWNHOUSE OF GOLFVIEW HARBOUR CLUB INC
10. **Book and Page:** OR 3793/1322                  **TOI:** WE                        **DOF:** 09/17/1982  
    **First Party:** BILTMORE BLDG CO INC  
    **Second Party:** TOWNHOUSES OF GOLFVIEW HARBOUR INC
11. **Book and Page:** OR 11418/418                  **TOI:** ASN                      **DOF:** 10/25/1999  
    **First Party:** TOWNHOUSES OF GOLFVIEW HARBOUR CLUB INC  
    **Second Party:** SKYLAKE ST BK





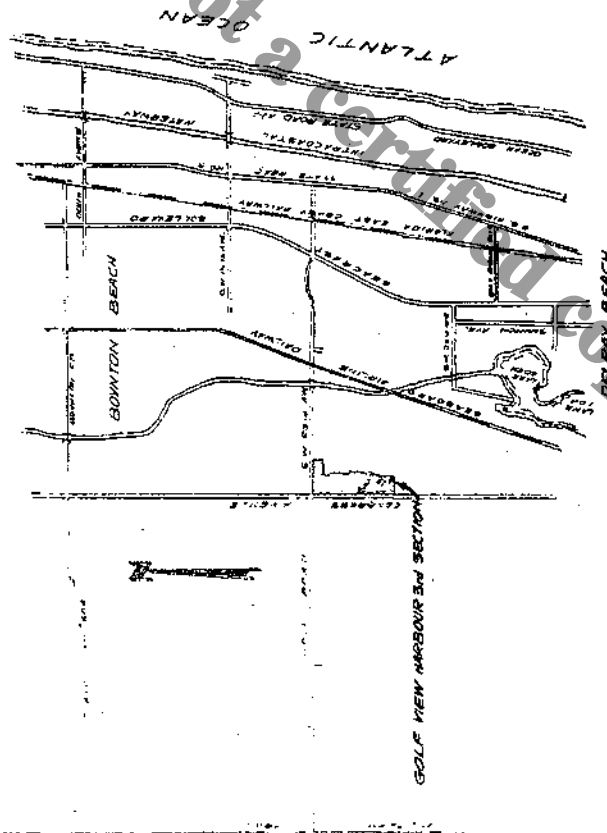
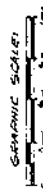
# GOLF VIEW HARBOUR 3rd SECTION

BEING A REPLAT OF PORTIONS OF BLOCKS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, GOLF VIEW HARBOUR 2nd SECTION, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 27, PAGES 464-471, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

O'BRIEN, SUITER, & O'BRIEN, INC.  
ENGINEERS, SURVEYORS

120

LOCATION MAP:



## MORTGAGEES CONSENT

KNOW ALL MEN BY THESE PRESENTS, THAT FIRST NATIONAL BANK OF MIAMI, THE OWNER AND HOLDER OF A MORTGAGE DATED DECEMBER 14th AD 1971, FILED AND RECORDED IN OFFICIAL RECORD BOOK 1960, PAGE 1625 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ON DECEMBER 15th AD 1971, ENCUMBERING THE PROPERTY DESCRIBED ON SHEET ONE, DOES HEREBY CONSENT TO THE DEDICATION SHOWN ON SHEET ONE AND TO THE FILING FOR RECORD OF THIS PLAT FOR THE PURPOSES EXPRESSED.

*[Signature]*  
Vice President  
First National Bank of Miami

*[Signature]*  
Vice President  
First National Bank of Miami

## ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, *[Signature]* AND *[Signature]*, VICE PRESIDENT AND ASSISTANT SECRETARY, RESPECTIVELY, OF FIRST NATIONAL BANK OF MIAMI, INDIVIDUALS TO ME WELL KNOWN AND KNOWN TO ME, AND THEY ACKNOWLEDGED BEFORE ME THAT THEY MADE THEMSELVES A PARTY TO SAID DEDICATION FOR PURPOSES SHOWN HEREON. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 3rd DAY OF October, A.D. 1975.

*[Signature]*  
Notary Public  
October 14, 1975

## TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
WE PENINSULAR ABSTRACT COMPANY DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE HEREIN DESCRIBED PROPERTY, THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO NORMAN J. MICHEAL, CLISHA E. MICHEAL HIS WIFE AND FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, THAT CURRENT TAXES HAVE BEEN PAID, AND THAT THE PROPERTY IS ENCUMBERED BY THE MORTGAGE SHOWN HEREON, AND THAT WE FIND ALL MORTGAGES ARE SHOWN AND ARE TRUE AND CORRECT.

*[Signature]*  
10-1-75 at 5:00 P.M.



(407) 655-6224

OCT-17-1996 8:22am 96-363027  
 GRE 9486 Pg 976  
 1

**SCRIVENER'S ERROR AFFIDAVIT RE: TOWNHOUSES OF  
GOLF VIEW HARBOUR CLUB, INC.**

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, personally appeared NORMAN MICHAEL who, being duly sworn, deposes and says:

1) My name is Norman Michael, and I was the last president of Biltmore Building Company, Inc., a dissolved Florida corporation. I am over the age of eighteen.

2) The Biltmore Building Company, Inc. was the Developer of the Townhouses of Golf View Harbour Club.

3) This affidavit is made from my personal knowledge to correct a scrivener's error in the Declaration of Restriction concerning Townhouses of Golf View Harbour ("Declaration"), recorded in Book 2690, Page 331 of the Public Records of Palm Beach County, Florida. The Declaration only affects property within Palm Beach County, Florida described as follows:

ALL OF TOWNHOUSES OF GOLF VIEW HARBOUR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, Page 119.

4) **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., administers the Declaration.**

5) It was intended that the CLUB would not be responsible for maintenance of air conditioning systems for residential buildings. Declaration Article 5(c) contains two typographical errors and should read as follows (the language added is underlined, the language deleted is ~~struck out~~):

5. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

✱ ✱ ✱

Page 1 of 2

One Clearlake Centre, Suite 1010, 250 South Australian Avenue, West Palm Beach, Florida 33401-5012  
(561) 655-6224



DOROTHY H. WILKEN, CLERK PB COUNTY, FL

(c) Exterior Maintenance and Repair of Buildings.

\*\*\*

The CLUB shall not be responsible for repairing or replacing a building or structure which in the BOARD'S opinion, shall have been destroyed, nor shall the CLUB be responsible for: a) repairs beneath the exterior surfaces of buildings (except if located within any party wall shared by two LOTS) or b) air conditioning systems for residential buildings, all such repairs being the responsibility of the LOT OWNER.

\*\*\*

6) Declaration Article 1(e) provides in pertinent part as follows:

.... A LOT shall become an IMPROVED LOT on the date DEVELOPER causes to be filed among the Public Records of Palm Beach County, Florida, a certificate certifying with respect to a particular LOT that a residential building has been constructed thereon for which a valid Certificate of Occupancy has been issued.

7) The Developer certifies that on each lot transferred by the Developer by deed filed in the Public Records of Palm Beach County, Florida, a residential building has been constructed thereon for which a valid Certificate of Occupancy has been issued. Thus each lot included in the Townhouses of Golf View Harbour Plat recorded in Plat Book 33, Page 24 is an "Improved Lot" as that term is used in the Declaration.

8) This affidavit is executed as an act necessary to wind up and liquidate the Developer's business and affairs pursuant to §608.4431(e) Fla. Stat.

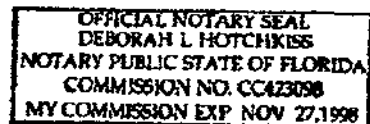
FURTHER AFFIANT SAYETH NAUGHT.

*Norman Michael*  
Norman Michael, last President of Biltmore Building Company, Inc., a dissolved Florida corporation

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
The foregoing instrument was acknowledged before me this 2nd day of October, 1996 by Norman Michael, the last President of Biltmore Building Company, Inc., a dissolved Florida corporation, who is personally known to me ~~as the last President~~ as identification and who did take an oath that the matters contained therein were true and correct.

*Deborah L. Hotchkiss*  
PRINT NAME: Deborah L. Hotchkiss  
Notary Public, State of Florida  
Serial Number:  
My commission expires:

F:\WP51\FORMS\AXEND\00217SCR.AFF



77 69972

This instrument was prepared by:  
Michel L. S. S. S.  
NAME  
Dolray Bch. Fla.  
ADDRESS  
CITY AND STATE

TO: THE PUBLIC

DECLARATION OF RESTRICTIONS

BILTMORE BUILDING COMPANY, INC., a Florida Corporation, the owner of certain lands in Palm Beach County, Florida, does hereby set forth covenants, restrictions, reservations and servitudes, to be applicable and impressed upon said lands, known or to be known as Townhouses of Golf View Harbour, as set forth hereinbelow:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

(a) CLUB means Townhouses of Golf View Harbour Club, Inc., a Florida Corporation not for profit, its successors or assigns, the Certificate of Incorporation and By-Laws of which is attached hereto, marked "Exhibit A" and made a part hereof.

(b) BOARD means the Board of Directors of the Club.

(c) DEVELOPER means BILTMORE BUILDING COMPANY, INC., a Florida Corporation, its successors or assigns.

(d) LOT means a lot as shown on any future recorded plats of the area owned by DEVELOPER as described on Exhibit "B" attached hereto, or any other documents or deeds recorded by DEVELOPER within the area described on Exhibit "B", and which specifically purports to have the effect of designating a portion, or portion of the area as a LOT within the meaning hereof.

(e) IMPROVED LOT means a LOT upon which there has been constructed a residential building for which a valid Certificate of Occupancy has been issued by applicable governmental authority. A LOT shall become an IMPROVED LOT on the date DEVELOPER causes to be filed among the Public Records of Palm Beach County, Florida, a certificate certifying with respect to a particular LOT that a residential building has been constructed thereon for which a valid Certificate of Occupancy has been issued.

- 1 -

PALM BEACH OFF REC 2690 PAGE 331

✓ Biltmore Building Co.  
Inc.  
2560 S.W. 14th Court  
Boyton Bch., Fla. 33435

(f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

(g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.

(h) PERSON means a person, firm, association or corporation.

(i) PROJECT AREA means the land described on Exhibit "B".

(j) SUBDIVISION also means the lands described in Exhibit "B".

(k) The use of any gender is deemed to include all genders, the use of the singular includes the plural and the use of the plural includes the singular.

(l) INSTITUTIONAL LENDER shall mean any bank, insurance company or federal saving and loan association having a first mortgage lien upon any LOT or IMPROVED LOT which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

(m) RECREATION AREA means the portion of the PROJECT AREA, which the DEVELOPER may hereinafter designate as a RECREATION AREA in any future recorded plats, deeds or other recorded documents which specifically purports to have the effect of designating the area as a RECREATION AREA within the meaning hereof. Nothing contained herein shall require or obligate DEVELOPER to designate a RECREATION AREA, to construct improvements in a RECREATION AREA, or if a RECREATION AREA is designated, nothing shall require its use for recreation purposes or its use or exclusive use of such area for LOT OWNERS or IMPROVED LOT OWNERS.

(n) COMMON AREA means the portion of the PROJECT AREA, designated as such on any future plats, deeds or documents recorded by DEVELOPER in the Public Records of Palm Beach County, and specifically purporting to have the effect of designating the area as a COMMON AREA within the meaning hereof, less RECREATION AREA, IMPROVED LOTS, LOTS or PARKING AREAS.

(c) PARKING AREA, means any portion of the PROJECT AREA, designated as such on any future plats, deeds or documents recorded by DEVELOPER in the Public Records of Palm Beach County, Florida and specifically purporting to have the effect of designating the area as a PARKING AREA within the meaning hereof.

2. RESIDENTIAL USE. All LOTS in the SUBDIVISION are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one LOT. No accessory buildings may be erected. A construction shed may be placed on a LOT and remain there temporarily during the course of active construction of a residence building; otherwise, no portable buildings or trailers may be placed on a LOT. No building shall exceed 30 feet in height measured from the crown of the street or private drive upon which such building fronts. No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the CLUB, which approval shall be at the sole discretion of the CLUB. Nothing contained herein shall prevent the construction of adjoining multiple family residential units which are divided by and share a common party wall located on a Lot Boundry line.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any LOT or IMPROVED LOT, other than the sale of portions of the SUBDIVISION by DEVELOPER.

4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, HURRICANE SHUTTERS, PARKING. All portions of an IMPROVED LOT not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping shall be installed or maintained unless the same shall have been first approved in writing by the BOARD, which approval may be arbitrarily withheld. No fences or hedges shall be permitted anywhere within the SUBDIVISION except as approved in writing by the BOARD, which approval may be arbitrarily withheld.

PALM OFF  
BEACH REC 2690 PAGE 333

- 3 -

Outdoor clothes drying is prohibited. All garbage and trash containers and oil and gas tanks must be placed and maintained as to render the contents thereof hidden from view from adjoining properties. All hurricane shutters shall be of a type approved by the BOARD, and no such shutters shall be installed unless the same shall be a type approved by the BOARD. No sign of any nature whatsoever shall be erected or displayed within the SUBDIVISION except where express written approval of the size, shape, content and location thereof has been first obtained

from the BOARD, which approval may be arbitrarily withheld.

The parking or storage of automobiles except upon paved portions of the PARKING AREA, roads and driveways is prohibited. The overnight parking of motor vehicles upon private roads or public rights-of-way is prohibited. The overnight parking or storage of trucks in excess of one-half ton rated capacity is prohibited. The parking or storage of boats or boat trailers, campers or trailers is prohibited except in spaces expressly provided for the same by DEVELOPER, or as may be approved in writing by the BOARD.

5. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(a) Sprinkler System. The CLUB may operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon portions of the SUBDIVISION (including IMPROVED LOTS, LOTS, COMMON AREAS and RECREATION AREA) accordingly, there is hereby reserved in favor of the CLUB the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon any portions of the SUBDIVISION, which shall in the future be designated as LOTS, IMPROVED LOTS, COMMON AREA, PARKING AREA, and/or RECREATION AREA, and the owners of IMPROVED LOTS in the SUBDIVISION shall be liable to the CLUB for a prorata share, as hereinafter set forth, of the

PALM OFF 2690 PAGE 334  
BEACH REC

- 4 -



reasonable cost of operation of said system, and the maintenance, alteration and repair of the portion of said system lying within the RECREATION AREA, IMPROVED LOTS and COMMON AREA of the SUBDIVISION. Each such owner shall be further liable to the CLUB for the full reasonable cost of all required maintenance, alteration and repairs to that portion of said sprinkler system lying within and upon such owner's LOT.

(b) Lawn Maintenance and Spraying. The CLUB shall maintain and care for all lawns, trees and shrubbery within the portions of the SUBDIVISION, which shall in the future be designated as LOTS, IMPROVED LOTS, PARKING AREA, COMMON AREA and/or RECREATION AREA, accordingly there is hereby reserved in favor of the CLUB the right to enter over, through and upon any portions of the SUBDIVISION which shall in the future be designated as LOTS, IMPROVED LOTS, COMMON AREA, PARKING AREA and/or RECREATION AREA for the purpose of maintaining and caring for the lawns, shrubbery and trees located thereon. Each owner of an IMPROVED LOT in the SUBDIVISION is hereby made liable to the CLUB for a prorata share, as hereinafter set forth, of the reasonable cost of all such maintenance and care from time to time performed by the CLUB. "Maintenance and care" within the meaning of this subparagraph (b) shall include mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. Each such owners shall be further liable to the CLUB for a prorata share, as hereinafter set forth, of the reasonable cost of required replacement of sod, trees and shrubbery (as the same shall be determined from time to time by the BOARD in its sole discretion) upon the RECREATION AREA and COMMON AREA and for the full reasonable cost of all such required replacement upon such owner's LOT. In the exercise of its discretion in this regard, the BOARD shall be governed by the principal that all lawns shall be fully

- 5 -

PALM OFF 2690 PAGE 335  
BEACH REC

maintained, free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the SUBDIVISION, and that dead or dying trees and shrubbery shall be replaced with healthy plants.

(c) Exterior Maintenance and Repair of Buildings. The exterior of all residential buildings in the portions of the SUBDIVISION which shall in the future be designated as LOTS, IMPROVED LOTS, COMMON AREA, PARKING AREA or RECREATION AREA, shall be maintained and repaired on a periodic basis by the CLUB, and there is hereby reserved in favor of the CLUB the right to enter upon all of the portions of the SUBDIVISION which shall in the future be designated as LOTS, IMPROVED LOTS, PARKING AREA, COMMON AREA and RECREATION AREA and residential buildings located thereon for the purpose of conducting a periodic program of exterior maintenance and repair, which maintenance and repair shall include, but shall not be limited to repainting and repair of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The times when such maintenance and repair and the extent thereof shall be determined by the BOARD in its sole discretion. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the CLUB for a prorata share, as hereinafter set forth, of the reasonable cost of the conduct of such periodic maintenance and repair from time to time performed by the CLUB. The CLUB shall not be responsible for repairing or replacing a building or structure which in the BOARD'S opinion, shall have been destroyed, nor shall the CLUB be responsible for: a) repairs beneath the exterior surfaces of buildings (except if located within any party walls shared by two LOTS or air conditioning systems for residential buildings, all such repairs being the responsibility of the LOT OWNER. No alteration, repair, modification or construction to any residential building on any LOT or IMPROVED LOT shall be made without the written consent of the CLUB, which consent may be arbitrarily withheld.

- 6 -

PALM OFF 2690 PAGE 336  
BEACH REC

(d) Private Road and Driveways. The CLUB shall be responsible for the maintenance and repair of all private streets, sidewalks and driveways located upon the RECREATION AREA, COMMON AREA, PARKING AREA or any IMPROVED LOT, and there is hereby reserved in favor of the CLUB the right to enter upon said lands for such purposes. The owners of all IMPROVED LOTS in the SUBDIVISION are hereby made liable to the CLUB for a prorata share as hereinafter set forth, of the reasonable cost of all such maintenance and repair.

(e) Insurance on the COMMON AREA and RECREATION AREA (if any). The CLUB shall purchase insurance policies (except title insurance) upon the COMMON AREA, PARKING AREA and RECREATION AREA and the named insured shall be the CLUB, individually and as agent for the LOT OWNERS, without naming them and their mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the CLUB and all policies and endorsements shall be deposited with the CLUB. LOT OWNERS shall obtain insurance coverage at their own expense upon their own residential building and upon their own personal property and for their personal liability and living expense. The BOARD shall determine annually the extent of insurance coverage to be purchased by the CLUB, which coverage shall afford protection against vandalism and malicious mischief, public liability in such amounts and with such coverage as shall be required by the BOARD, including hired automobile and non-owned automobile coverages, with cross liability endorsements to cover liabilities of LOT OWNERS as a group to a LOT OWNER; workmen's compensation to meet the requirements of law; and such other insurance as the BOARD shall determine from time to time. Premiums upon insurance policies purchased by the CLUB shall be paid by the owners of IMPROVED LOTS and each owner of an IMPROVED LOT is hereby made liable to the CLUB for a prorata share, as hereinafter set forth,

- 7 -

PALM OFF  
BEACH REC 2690 PAGE 337

of the cost of all such insurance. The BOARD may assess the owner of each IMPROVED LOT equally to provide sufficient funds to complete any necessary reconstruction and repair; and each owner of an IMPROVED LOT is hereby made liable to the CLUB for any such assessment.

(f) Public Utility Easements. An Easement is hereby reserved in, to, over, upon and across each and every portion of the SUBDIVISION which in the future shall be designated as a LOT, IMPROVED LOT, COMMON AREA, RECREATION AREA or PARKING AREA for the purpose of constructing and maintaining thereupon such facilities as may be necessary to furnish public utilities to any buildings or other improvements erected upon any LOT, IMPROVED LOT, COMMON AREA, RECREATION AREA or PARKING AREA, and to such improvements as may be constructed and maintained from time to time thereon. PROVIDED, HOWEVER, that said utility lines and mains shall not be installed within any LOT or IMPROVED LOT so as to interfere with the construction of any PRIVATE DWELLING or improvements thereon.

(g) Easements For Support. Any portion of any building, LOT, or IMPROVED LOT, which contributes to the structural support of another building, shall be burdened with an easement (which is hereby created) for the structural support of the dependent building.

6. CLUB MEMBERSHIP.

(a) Each LOT OWNER and IMPROVED LOT OWNER shall automatically become a member of the CLUB upon acquiring record title to any LOT or IMPROVED LOT. In addition, the DEVELOPER or any successor to DEVELOPERS title as record owner of that portion of the SUBDIVISION which has not from time to time been designated as a LOT or IMPROVED LOT shall be deemed to own that number of memberships which is equal to the difference in subtracting the number of IMPROVED LOTS and LOTS from Two Hundred Four (204);

- 8 -

PALM OFF  
BEACH REC 2690 PAGE 338

which is the maximum number of LOTS and IMPROVED LOTS that DEVELOPER presently contemplates. Said membership shall be appurtenant to and may not be separated from ownership of any LOT or IMPROVED LOT. When more than one person holds an interest in any LOT or IMPROVED LOT, all such persons shall be members, however, there shall be only one vote for each LOT or IMPROVED LOT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record owners designating which member shall be entitled to vote for said LOT or IMPROVED LOT. In the event such a certificate is not on file with the CLUB, no vote for said LOT or IMPROVED LOT shall be cast. Anything to the contrary notwithstanding, any LOT or IMPROVED LOT owned jointly by Husband and Wife, may exercise the vote without a certificate so long as the CLUB has not been advised by either spouse to the contrary. Membership in the CLUB shall also include such other persons hereinafter declared by the DEVELOPER to be members, subject to the same rights and obligations as herein set forth:

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

(2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B member, said member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the CLUB. The Class B membership shall cease and all powers and duties of the CLUB shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(i) May 1, 1982

(ii) Upon filing in the Public Records of Palm Beach County, Florida, of a resignation of the Class B member from membership.



7. LIEN IN FAVOR OF THE CLUB. The CLUB shall have a lien on each IMPROVED LOT in the SUBDIVISION for any unpaid assessment made by the CLUB for the purpose of permitting the CLUB to perform the several services and obligations conferred upon it hereunder. Said lien shall also secure reasonable attorney's fees incurred by the CLUB incident to the collection of such unpaid assessment or enforcement of such lien. Such lien shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the IMPROVED LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the CLUB when the claim of lien is recorded. Upon full payment, the IMPROVED LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien of an institutional lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior institutional lender's mortgage or lien shall accept and record a deed of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release the CLUB'S subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the CLUB in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the IMPROVED LOT OWNER shall be required to pay a reasonable rental for the IMPROVED LOT, and the CLUB shall be entitled to the appointment of a receiver to collect the same.

There is intentionally no provision herein for assessment against a LOT OWNER by the CLUB until after said LOT becomes an IMPROVED LOT. However, if any LOT becomes unsightly, cluttered with debris or growth or a nuisance, the CLUB, shall have the right, without notice to enter upon said LOT to take appropriate

corrective action and to assess the LOT OWNER for the cost of same. The CLUB shall further have the right to have a lien to collect said amount to the same extent as set forth in this Article regarding liens against IMPROVED LOT OWNERS.

8. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a LOT has become an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

9. PRORATA SHARE DEFINED. DEVELOPER has not as yet caused the SUBDIVISION to be platted or has it otherwise designated the LOTS, COMMON AREA or RECREATION AREA. In order that all buildings, structures and improvements within the SUBDIVISION may be maintained to an equally high degree by one organization, and in order that the cost of such maintenance may be kept low through bulk contracting, the CLUB has been incorporated to provide maintenance services for those LOTS and/or IMPROVED LOTS and/or COMMON AREAS and/or RECREATION AREA, which may eventually be designated. Inasmuch as nothing contained herein is to be construed as creating an obligation on DEVELOPER to designate any or any specific number of LOTS or IMPROVED LOTS (or COMMON AREA or RECREATION AREA) and inasmuch as these Declaration of Restrictions are specifically not to effect, restrict or encumber any portion of the SUBDIVISION or PROJECT AREA until the DEVELOPER shall choose to specifically do so by recording a deed, plat or other document in the Public Records of Palm Beach County, Florida, which recites the designation of such an area, therefore the number of members and LOTS shall increase from time to time effective upon each such recordation, if any. It is anticipated by DEVELOPER that the maximum number of LOTS and MEMBERS shall be Two Hundred Four (204), but it could be less or none, depending on various factors at the discretion of DEVELOPER. Thus, each IMPROVED LOT shall be liable for a prorata share of the costs and expenses of the CLUB in its performance of services and obligations hereunder.

PALM OFF  
BEACH REC 2690 PAGE 341

Said prorata share shall be the fraction obtained by making "one" the numerator and the number of IMPROVED LOTS designated from time to time as the denominator. The obligation to pay a prorata share shall commence as of the first day of the second month after a LOT is changed into an IMPROVED LOT.

10. RESTRICTION ON TRANSFER OF IMPROVED LOTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of IMPROVED LOTS, the transfer of IMPROVED LOTS by any owner other than the DEVELOPER shall be subject to the following provisions, which provisions each IMPROVED LOT OWNER covenants to observe:

.1 Transfer Subject to Approval.

(a) Sale or Lease. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by sale or lease without approval of the CLUB except to an IMPROVED LOT OWNER.

(b) Gift, Devise or Inheritance. If any IMPROVED LOT OWNER shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the CLUB.

(c) Other Transfers. If any IMPROVED LOT OWNER shall acquire his title by a manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the CLUB.

.2 Approval by CLUB. The approval of the CLUB which is required for the transfer of ownership of IMPROVED LOTS shall be obtained in the following manner:

(a) Notice to CLUB.

(1) Sale. An IMPROVED LOT OWNER intending to make a bona fide sale of his IMPROVED LOT or any interest therein shall give the CLUB notice of such intention, together

with the name and address of the intended purchaser, such other information concerning the intended purchaser as the CLUB may reasonably require. Such notice at the IMPROVED LOT OWNER'S option may include a demand by the IMPROVED LOT OWNER that the CLUB furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An IMPROVED LOT OWNER intending to make a bona fide lease of his IMPROVED LOT or any interest therein shall give to the CLUB notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the CLUB may reasonably require, and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance, Other Transfers. An IMPROVED LOT OWNER who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the CLUB notice of the acquiring of his title together with such information concerning the IMPROVED LOT OWNER as the CLUB may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

- 13 -

PALM OFF 2690 PAGE 343  
BEACH REC

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the CLUB must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the CLUB must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form, which at the election of the CLUB shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(3) Gift, Devise or Inheritance, Other Transfers.

If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the CLUB must either approve or disapprove the continuance of the IMPROVED LOT OWNER'S ownership of his IMPROVED LOT. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the IMPROVED LOT OWNER and shall be recorded in the public records of Palm Beach County, Florida at the expense of the IMPROVED LOT OWNER.



(c) Approval of Corporate Owner or Purchaser.

Inasmuch as the LOTS in the SUBDIVISION may be used only for residential purposes, and a corporation cannot occupy an IMPROVED LOT for such use, if the IMPROVED LOT OWNER or purchaser of an IMPROVED LOT is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the IMPROVED LOT be also approved by the CLUB.

.3 Disapproval by CLUB. If the CLUB shall disapprove a transfer of ownership of an IMPROVED LOT, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the IMPROVED LOT OWNER shall so demand, then within thirty (30) days after receipt of such notice and information, the CLUB shall deliver or mail by certified mail to the IMPROVED LOT OWNER an agreement to purchase by a purchaser approved by the CLUB who will purchase and to whom the IMPROVED LOT OWNER must sell the IMPROVED LOT upon the following terms:

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

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

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

(4) A certificate of the CLUB executed by its President or Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the CLUB shall fail to provide a purchaser upon the demand of the IMPROVED LOT OWNER in the manner provided, or if a purchaser furnished by the CLUB shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the CLUB shall furnish a certificate of approval as elsewhere provided which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the IMPROVED LOT OWNER shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers.  
If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the IMPROVED LOT OWNER of the notice and information required to be furnished, the CLUB shall deliver or mail by certified mail to the IMPROVED LOT OWNER an agreement to purchase by a purchaser approved by the CLUB who will purchase and to whom the IMPROVED LOT OWNER must sell the IMPROVED LOT on the following terms:

(1) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of such agreement by arbitration

in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the IMPROVED LOT; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

(4) A certificate of the CLUB executed by its President or Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the CLUB shall fail to provide a purchaser as herein required, or if a purchaser furnished by the CLUB shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved and the CLUB shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the IMPROVED LOT OWNER.

.4 Mortgage. No IMPROVED LOT OWNER may mortgage his IMPROVED LOT or any interest therein without the approval of the CLUB, except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgages may be upon conditions determined both by the CLUB and the lessor, or may be arbitrarily withheld. Provisions of this subparagraph providing for approval by the lessor shall be construed as covenants for the benefit of any, may be enforced by the said lessor, his successors and assigns.

Nothing contained herein shall prevent the seller of an IMPROVED LOT from taking back a purchase money mortgage from the buyer, if the proposed mortgage is disclosed to the CLUB.

.5 Exceptions.

(a) The foregoing provisions of this section entitled "Restrictions on Transfer of Improved Lots" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquired its title as the result of owning a mortgage upon the IMPROVED LOT concerned. And this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an IMPROVED LOT at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

(b) The foregoing provisions of this section entitled "Restrictions of Transfer of Improved Lots" shall be inapplicable to the DEVELOPER. The said DEVELOPER is irrevocably empowered to sell, lease, rent and/or mortgage parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the DEVELOPER shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs and all items pertaining to sales shall not be considered subject to these restrictions and shall remain the property of the DEVELOPER.

- 18 -

PALM OFF 2690 PAGE 348  
BEACH REC

(c) In the event there are unsold parcels in the SUBDIVISION which are not designated as a LOT, IMPROVED LOT, PARKING AREA or COMMON AREA, the DEVELOPER retains the right to be the owner of the said undesignated land; further DEVELOPER retains the right to withdraw and declare null and void any designation of an area as a LOT, COMMON AREA, PARKING AREA or RECREATION AREA provided that said LOT or IMPROVED LOT is not adjoining another LOT or IMPROVED LOT, or PARKING AREA and provided that no portion of a COMMON AREA, PARKING AREA or RECREATION AREA within twenty (20) feet of an IMPROVED LOT, shall be declared withdrawn after having been so designated.

.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the CLUB.

11. RESTRICTION ON TRANSFER OF INTEREST IN THE RECREATION AREA. The undivided fractional interest in the RECREATION AREA held by each LOT OWNER shall be transferable only in connection with the transfer of each such owner's LOT. No leasehold interest in said RECREATION AREA may be acquired separate and apart from a transaction by which a PERSON shall acquire the entire fee interest in a LOT. No more than such fractional interest may be held with respect to the fee ownership of one LOT. The transfer of a LOT or IMPROVED LOT by an instrument which fails to make reference to that LOT'S or IMPROVED LOT'S undivided fractional interest in said RECREATION AREA shall be effective to transfer said undivided interest in said RECREATION AREA.

12. EASEMENTS IN FAVOR OF LOT OWNERS. Easements of ingress and egress are hereby impressed over, through and upon the RECREATION AREA in favor of LOT OWNERS.



13. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the SUBDIVISION as an area of high standards, there is hereby reserved to the CLUB the right and power to control the type, kind and character of the buildings, and structure to be placed upon the SUBDIVISION. The owner or occupancy of each LOT, by acceptance of title thereto, shall not permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the BOARD before any construction is begun. The BOARD shall have power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the SUBDIVISION. In the exercise of its power and the performance of its duties, the BOARD shall give due consideration to the characteristics of the SUBDIVISION as a residential community and the ability of any proposed structures to harmonize with that concept. The BOARD shall be permitted to employ aesthetic values in making its determination. Nothing contained in this paragraph shall be applicable to the DEVELOPER.

14. CLUB TO ADOPT RULES AND REGULATIONS. The CLUB shall have the power, through its Board of Directors, to adopt reasonable rules and regulations respecting the use and enjoyment of any RECREATION AREA, including but not limited to the use of such lands for recreation purposes and the control of traffic upon private drives.

15. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any LOT OWNER and IMPROVED LOT OWNER in the SUBDIVISION and by DEVELOPER.

16. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a Court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

17. PARKING AREAS shall be deemed as limited COMMON AREAS, in that the CLUB shall have the right and obligation to assign at least one space for the exclusive use of each IMPROVED LOT OWNER. Assignment of a second space for exclusive use of a LOT OWNER or designation of extra spaces for guest parking shall similarly be at the discretion of the Board of Directors, from time to time, provided that the parking space assigned for exclusive use shall be in the closest and/or most convenient parking areas, and nothing contained herein shall prevent use of the unassigned guest spaces on a first come first serve basis by IMPROVED LOT OWNERS and their guests.

18. EACH LOT OWNER and IMPROVED LOT OWNER shall have an easement over, across, on or through any sidewalk, walkway or like path on an adjoining LOT or IMPROVED LOT for the purpose of getting ingress and egress between their LOT or IMPROVED LOT and the PARKING AREA and streets, or driveways. Said easement shall include employees, clients, servants, agents, guests, licensees and invitees.

19. DEVELOPER retains the right to alter, amend, modify or waive any portion of these Restrictions, provided that the same shall not increase the pro rata share of any individual IMPROVED LOT OWNER or prevent access to any RECREATION AREA (once designated and constructed), PARKING AREA in which any IMPROVED LOT OWNER is assigned a space or driveway or street required for access, provided however, that no amendment shall prejudice the rights of an institutional lender having a mortgage lien upon a lot in the SUBDIVISION. This right of DEVELOPER shall not be lost or limited after DEVELOPER has ceased being a Class B member of CLUB.

20. MEMBERS acknowledge that designation of one or more RECREATION AREAS shall be at DEVELOPER'S discretion and will depend upon DEVELOPER'S judgment as to the desire and financial feasibility. If any RECREATION AREAS are developed and designated as provided herein, the same shall be operated by the CLUB, and the DEVELOPER shall cause the CLUB to be the owner of the RECREATION AREA within five (5) years of it's construction. DEVELOPER shall bear the cost of

- 21 -

PALM OFF  
BEACH REC 2690 PAGE 351

initial construction, but the CLUB shall bear all cost of operation, taxes, maintenance, insurance, repairs, etc., the same as a COMMON AREA with each IMPROVED LOT OWNER paying their prorata share as a mandatory obligation. Nonetheless, DEVELOPER shall have the right to arrange for owners of condominium apartments at the nearby Villas of Golf View Harbour, Condominium, to pay for Recreation Club Memberships. These Recreation Club Memberships shall be sold on a yearly basis at a price reasonably calculated to approximately cover their fair share of the cost, administration expenses, upkeep, furnishings, insurance, maintenance repairs, etc. (without more than a nominal profit to the CLUB) and shall entitle the Recreation Club Members to use of the RECREATION AREA, and its facilities on the same basis as IMPROVED LOT OWNERS. It is recognized that by allowing residents of nearby Villas of Golf View Harbour, a Condominium to pay to use said facilities, the prorata cost to IMPROVED LOT OWNERS may be reduced.

21. THE FOREGOING covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any LOT or IMPROVED LOT until the 31st day of December, 2017, after which time they shall be automatically extended for successive periods of ten (10) years. Until December 31, 1977, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the LOT OWNERS and IMPROVED LOT OWNERS and thereafter by an instrument signed by not less than Fifty percent (50%), excepting that so long as the DEVELOPER is a Class B member of the CLUB as provided for in Paragraph "6", no amendment shall be made unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective.

22. NO ASSESSMENTS ON LANDS NOT DESIGNATED. Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon portion of the PROJECT AREA until it is designated as a LOT or IMPROVED LOT.

23. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. These restrictions may not be amended by the CLUB without the consent of each bank, insurance company or federal savings and loan association holding a purchase money first mortgage upon a LOT in the SUBDIVISION. Amendments by DEVELOPER shall require only the consent of banks, insurance companies or federal savings and loan associations that are holding a mortgage given to them by DEVELOPER.

24. COVENANTS, IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans on LOTS and IMPROVED LOTS in the SUBDIVISION, the CLUB'S right to impress a lien upon an IMPROVED LOT (as provided in Paragraph 7 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title the CLUB shall be under no obligation to perform any of the duties or obligations required of it as provided in Paragraph 5 above; however, said INSTITUTIONAL LENDER may elect to require the CLUB to perform said duties by agreeing to pay it's prorata share of the cost of same for the period that it retains title. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT or IMPROVED LOT is under lease, the CLUB'S right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the CLUB during the period of time prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the

CLUB'S duties and obligations with respect to said LOT or IMPROVED LOT shall be restored.

25. MANAGEMENT. DEVELOPER shall have the right to enter into a Management Agreement with CLUB wherein DEVELOPER manages the affairs of CLUB for a fee of Five Dollars (\$5.00) per IMPROVED LOT per month. Provided, however, that said fee shall not be increased and unless extended, shall not continue later than May 1, 1982. The Owner of each IMPROVED LOT (except DEVELOPER) is hereby made liable to CLUB (which shall be liable to pay said fee to DEVELOPER). IMPROVED LOT OWNERS shall pay said amount as part of it's "prorata share" assessment and collection of said assessment shall include the right to assert a lien as described in Paragraph 7.

IN WITNESS WHEREOF, BILTMORE BUILDING COMPANY, INC., a Florida Corporation, has caused this instrument to be executed in it's corporate name and it's seal affixed this 9th day of June, 1977.

BILTMORE BUILDING COMPANY, INC.

BY: [Signature] (SEAL)  
President

ATTEST:

[Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, personally appeared NORMAN J. MICHAEL, as President and ELISHKA E. MICHAEL, as Secretary of BILTMORE BUILDING COMPANY, INC., to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named BILTMORE BUILDING COMPANY, INC., a Florida Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 9th day of June, 1977.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 1, 1980

- 24 -

PALM OFF 2690 PAGE 354  
BEACH REC



# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

filed in this office on the 11th day of April

19 77.

Charter Number: 738618



GIVEN under my hand and the Great

Seal of the State of Florida, at

Tallahassee, the Capital, this the

12th day of April

19 77.

*James C. Smith*

SECRETARY OF STATE

CORP. 101 (Corp. 94)  
7-12-70

PALM OFF  
BEACH REC 2690 PAGE 355

ARTICLES OF INCORPORATION

OF

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

- a non-profit corporation -

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

ARTICLE I.

Name

The name of the corporation shall be TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. For convenience, the corporation shall be referred to in this instrument as the Club.

ARTICLE 2.

Purpose

2.1 The purpose for which the Club is organized is to provide an entity for the operation of a proposed residential development located upon the following lands in Palm Beach County, Florida.

See legal description attached hereto and made a part hereof.

2.2 The Club shall make no distributions of income to its members, directors or officers.

ARTICLE 3.

Powers

The powers of the Club shall include and be governed by the following provisions:

3.1 The Club shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Club shall have all of the powers and duties set forth in a certain Declaration of Restrictions by BILTMORE BUILDING COMPANY, INC., a Florida corporation, to which Declaration these Articles are attached and recorded in the Public Records of Palm Beach County, Florida (hereinafter called "Declaration") except as limited by these Articles and all of the powers and duties reasonably necessary to operate the Club pursuant to the Declaration and as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments against members to defray the costs, expenses, and losses of the Club.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the property and buildings which are to be maintained, repaired, replaced and operated by the Club.

PALM BEACH REC 2690 PAGE 356

- 1 -

PROVED  
AND  
FILED  
1 8 34 AM 1977  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

- (d) The purchase of insurance upon the improvements and property and insurance for the protection of the Club and its members.
- (e) The reconstruction of improvements after casualty and the future improvement of the property.
- (f) To make and amend reasonable regulations respecting the use of the property subject to the Club's control.
- (g) To approve or disapprove the transfer, mortgage, and ownership of lots and improved as may be provided by the Declaration.
- (h) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Club, and the Regulations for the use of the property in the subject development.
- (i) To contract for the management of the Club and to delegate to such contractor all powers and duties of the Club.
- (j) To contract for the management or operation of portions of common areas and recreation areas susceptible to separate management or operation; and to make and collect assessments against members to defray the costs, expenses, maintenance, and contractual obligations entered into relative to common areas, recreation areas, and parking areas.
- (k) To employ personnel to perform the services required for proper operation of the Club.
- (l) To contract for recreation memberships with owner of units in Villas of Golfview Harbour, a condominium, to allow them to use the Recreation Area.

3.3 All funds and the titles of all properties acquired by the Club and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

3.4 The powers of the Club shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

#### ARTICLE 4.

4.1 The members of the Club shall consist of all of the record owners of the lots, improved lots and/or Developer, as more fully set forth in the Declaration.

4.2 After receiving approval of the Club required by the Declaration, change of membership in the Club shall be established by recording in the Public Records of Palm Beach County, Florida, a Deed or other instrument establishing a record title to a lot and/or improved lot and the delivery to the Club of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Club and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Club cannot be assigned, hypothecated nor transferred in any manner except as an appurtenance to the lot and/or improved lot.

4.4 The owner of each lot and/or improved lot shall be entitled to at least one vote as a member of the Club. The exact number of votes to be cast by members and the manner of exercising voting rights shall be determined by the Declaration.

4.5 This Club shall never have or issue any share of stock.

#### ARTICLE 5.

5.1 The affairs of the Club will be managed by a Board consisting of a number of directors determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors. Directors need not be members of the Club.

5.2 Directors of the Club shall be elected at an annual meeting of the members of the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The first election of the Directors shall not be held until after the developer has terminated its control, or until after May 1, 1982 (said time being the time that Developer ceases being a Class B member as set forth in the Declaration). The Directors named in these Articles shall serve until the first elections of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

Norman J. Michael	2560 S.W. 14th Court Boynton Beach, Florida
Elishka E. Michael	2560 S.W. 14th Court Boynton Beach, Florida
David L. Bair	3875 N.E. 106th Drive Coral Springs, Florida

#### ARTICLE 6.

##### Officers

The affairs of the Club shall be administered by the Officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Club and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President</u>	Norman J. Michael
<u>Vice President</u>	David L. Bair
<u>Secretary-Treasurer</u>	Elishka E. Michael

The Board of Directors or the President, with approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Club and any such person or entity may be so employed without regard to whether such person or entity is a member of the Club or is a Director or Officer of the Club, or an employee or associate of Developer, as the case may be.

ARTICLE 7.

Indemnification

Every Director and every Officer of the Club shall be indemnified by the Club against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or an Officer of the Club, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Club. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE 8.

By-Laws

The first By-Laws of the Club shall be adopted by the Board of Directors and may only be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE 9.

Amendments

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

9.1. 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.

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

- (a) such approvals must be by not less than 75% of the entire membership if proposed by the Board of Directors, or
- (b) by not less than 80% of the votes of the entire membership of the Club.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members without approval in writing by all members and the joinder of all record owners of mortgages upon the lots and/or improved lots. No amendment shall be made that is in conflict with the Declaration.

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

ARTICLE 10.

The term of the Club shall be perpetual.

ARTICLE 11


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

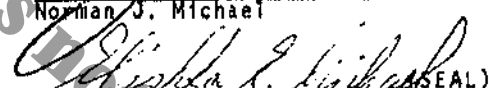
Norman J. Michael	2560 S.W. 14th Ct. Boynton Beach, Florida
Elishka E. Michael	2560 S.W. 14th Ct. Boynton Beach, Florida
David L. Bair	3875 N.E. 106th Drive Coral Springs, Florida

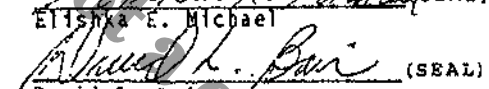
ARTICLE 12

Nothing contained herein shall limit or restrict the rights of Norman J. Michael and Elishka E. Michael or Biltmore Building Company, Inc. Developer, which are set forth in the Restrictions.

IN WITNESS WHEREOF, the subscribers hereto have affixed their hands and seals this 25<sup>th</sup> day of March, 1977.

  
Norman J. Michael (SEAL)

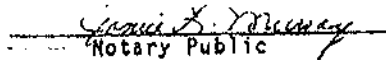
  
Elishka E. Michael (SEAL)

  
David L. Bair (SEAL)

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, NORMAN J. MICHAEL and ELISHKA E. MICHAEL, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at City of Boynton Beach State of Florida, this 25<sup>th</sup> day of March, 1977.

  
Notary Public

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 1, 1980

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

WITNESS my hand and official seal at City of Boynton Beach State of Florida, this 25<sup>th</sup> day of March, 1977.

PALM BEACH REC 2690 PAGE 360

My Commission Expires:

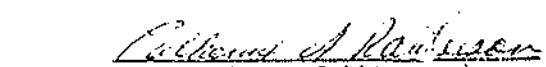
  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 6, 1977  
Bundling This General Insurance Underwriters



EXHIBIT "B"

All of TOWNHOUSES OF GOLF VIEW HARBOUR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, page 119;

Tracts 2, 3, 5 and 6, GOLF VIEW HARBOUR, 3RD SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, page 119.

Lots 23, less the East 10 feet, Lots 24, 25, 26, 27, 28 and 29, Block 10, GOLF VIEW HARBOUR, 2ND SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 27, pages 46 and 47.

The above described lands are not made subject to or encumbered by the Declaration of Restrictions of which this Exhibit "B" is made a part. As provided in said Declaration of Restrictions, only upon the recordation of Plat or Deed or other document, by the Developer, which specifically purports to make a portion of the above described property subject to said Declaration of Restrictions, will said lands be subject to said Declaration of Restrictions. Until such time as said Plat or Deed or other document is recorded by Developer, said Declaration of Restrictions shall not encumber the above described lands and upon the recordation of any such Plat or Deed or other document, then only the specific portions of the land referred to therein shall be encumbered by the Declaration of Restrictions.

PALM OFF 2690 PAGE 361  
BEACH REC

EXHIBIT "A"

THE BY-LAWS  
OF  
TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.  
(a non-profit corporation)

The operation of the property described and named in the Declaration of Restrictions to which these By-Laws are attached shall be governed by these By-Laws.

ARTICLE 1. DEFINITIONS

The terms used in these By-Laws, as well as the Declaration of Restrictions and all Amendments and items pertinent thereto, shall have the meanings stated in the Declaration of Restrictions unless the context otherwise requires:

1.1 CLUB means Townhouses of Golf View Harbour Club, Inc., a Florida Corporation not for profit, its successors or assigns.

1.2 BOARD means the Board of Directors of the CLUB.

1.3 DEVELOPER means BILTMORE BUILDING COMPANY, INC., a Florida Corporation, its successors or assigns.

1.4 LOT means a lot as shown on any future recorded plats of the area owned by DEVELOPER as described in the Declaration of Restrictions, and which lot is made subject to the terms and conditions of said Declaration of Restrictions.

1.5 IMPROVED LOT means a LOT upon which there has been constructed a residential building for which a valid Certificate of Occupancy has been issued by applicable governmental authority, pursuant to the Declaration of Restrictions.

1.6 BY-LAWS means the By-Laws of the CLUB as they exist from time to time.

1.7 RECREATION AREA, COMMON AREA, PARKING AREA, INSTITUTIONAL LENDER, LOT OWNER and IMPROVED LOT OWNER, shall each have the meaning given in the Declaration of Restrictions.

1.8 COMMON EXPENSES include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Areas, Parking Areas, Recreation Areas, and the portions of the Lots and Improved Lots to be maintained by the CLUB.

(b) Expenses to be shared as common expenses by provisions of the Declaration of Restrictions, or the By-Laws or Articles of the CLUB.

(c) Any valid charge against the CLUB or the property administered by the CLUB as a whole.

(d) Expenses of administration, maintenance, maintenance contract, operation, repair or replacement and taxes and insurance in conjunction with the operation of the Recreation Area provided for in the Declaration of Restrictions.

1.9 COMMON SURPLUS means the excess of all receipts of the CLUB, including but not limited to assessments, rents, profits, and revenues on account of the Common Areas or Recreation Area, over the amount of Common Expenses.

- 1 -

PALM OFF  
BEACH REC 2690 PAGE 362

1.10 OCCUPANT means the person or persons, other than the Improved Lot Owner, in possession of an Improved Lot.

1.11 SINGULAR, PLURAL GENDER. Whenever the context so permits, the use of plural shall include the singular, the singular, the plural, and the use of any gender shall be deemed to include all genders.

## ARTICLE 2. CLUB MEMBERSHIP--MEETINGS

### 2.1 Members and Voting Rights

Each Lot Owner and Improved Lot Owner shall automatically become a member of the CLUB upon acquiring record title to any Lot or Improved Lot. In addition, the DEVELOPER or any successor to DEVELOPER's title as record owner of that portion of the Subdivision which has not from time to time been designated as a Lot or Improved Lot shall be deemed to own that number of memberships which is equal to the difference in subtracting the number of Improved Lots and Lots from Two Hundred Four (204); which is the maximum number of Lots and Improved Lots that DEVELOPER presently contemplates. Said membership shall be appurtenant to and may not be separated from ownership of any Lot or Improved Lot. When more than one person holds an interest in any Lot or Improved Lot, all such persons shall be members, however, there shall be only one vote for each Lot or Improved Lot, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record owners designating which member shall be entitled to vote for said Lot or Improved Lot. In the event such a certificate is not on file with the CLUB, no vote for said Lot or Improved Lot shall be cast. Anything to the contrary notwithstanding, any Lot or Improved Lot owned jointly by Husband and Wife, may exercise the vote without a certificate so long as the CLUB has not been advised by either spouse to the contrary. Membership in the CLUB shall also include such other persons hereinafter declared by the DEVELOPER to be members, subject to the same rights and obligations as herein set forth;

- (1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.
- (2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B member, said member shall have the exclusive power to select the Directors, which Directors shall exercise all the powers of the CLUB. The Class B membership shall cease and all powers and duties of the CLUB shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:
  - (i) May 1, 1982
  - (ii) Upon filing in the Public Records of Palm Beach County, Florida, of a resignation of the Class B member from membership.

2.2 Transfer of Membership. Membership in the CLUB may be transferred only as an incident to the transfer of title to a Lot or Improved Lot as and in the manner set forth in the Declaration of Restrictions.

2.3 Annual Meeting. The annual meeting of the members shall be held on the first Monday of the Month of February of each year, at 2:00 o'clock p.m. at such location in Palm Beach County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Should the date for such annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Provided, however, that DEVELOPER shall control the affairs of the CLUB

for the period that is set forth in the Declaration of Restrictions and paragraph 2.1 above.

2.4 Special Meetings. A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of directors and stated in a written notice. No special meeting shall be called unless the Secretary of the CLUB shall have mailed to or served upon all of the members a written notice of the said meeting at least five (5) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the members, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail to or serve upon all of the members with written notice of said meeting at least five (5) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the member as it appears on the records of the CLUB.

2.5 Voting. Voting shall be by secret ballot. At any meeting of members, each member shall be entitled to one vote, in person or by proxy, for each Lot or Improved Lot owned by him. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notice of said proxy shall be made in the minutes of the meeting. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting of the members.

2.6 Quorum. A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the members represented either in person or by proxy; but the members present at any meeting, although less than a quorum, may adjourn the meeting to a future date. The vote of a majority of the members shall decide any question unless the By-Laws or Declaration of Restrictions provide otherwise, in which event the votes required in the By-Laws or the Declaration of Restrictions shall control.

2.7 Waiver. The foregoing requirements as to meetings are not to be construed, however, to prevent members from waiving notice of meeting or from acting by written agreement without meetings provided that such waivers or written agreement is executed by all of the members.

### ARTICLE 3. OFFICERS - BOARD OF DIRECTORS:

3.1 First Board. The first Board of Directors shall serve until the first annual meeting of the members of the CLUB, or until their successors shall have been elected and qualified. The first Board of Directors are:

President and Director:	Norman J. Michael
Vice President and Director:	David L. Bair
Secretary-Treasurer and Director:	Elishka E. Michael

3.2 Election and Term of Office. Commencing with, and at the first annual meeting of the members to be held after DEVELOPERS relinquish control by resigning as a Class B member or May 1, 1982 (whichever is first), and at such annual meetings thereafter, the members shall elect by plurality vote five (5) persons as Directors who shall constitute the Board of Directors of the CLUB, and who shall hold office for a term of one year or until their successors shall have been qualified and elected. Each member shall be entitled to one vote for each Lot or Improved Lot owned by him for each office to be filled.

- 3 -

PALM OFF  
BEACH REC 2690 PAGE 364

3.3 Election of Officers. Commencing with, and at the first annual meeting of the members, as heretofore described, and at each annual meeting thereafter, the Board of Directors shall elect by plurality votes three (3) officers, to-wit: a President, one Vice-President, and a Secretary-Treasurer out of its membership on the Board of Directors who shall likewise hold office for a term of one year or until their successors shall have been qualified and elected.

3.4 General Statement of Powers. The property, business, and affairs of the CLUB shall be managed by a Board of Directors.

3.5 Title of Officers. Officers of the Club are: a President, a Vice-President, and a Secretary-Treasurer. The Board of Directors may, from time to time, elect Assistant Vice President and Assistant Secretary-Treasurer who shall serve at the will of the Board of Directors, but who shall not be deemed members of the Board of Directors.

3.6 Qualification of Officers. Until the election to be when the DEVELOPER relinquishes control of the CLUB, an officer need not be a Lot or Improved Lot owner; thereafter at least two (2) of the officers and four (4) members of the Board of Directors shall be members. No member shall be eligible for election as an officer or director if he is more than thirty (30) days delinquent in the payment of his assessment. Commencing with the officers elected at the meeting of members to be held after DEVELOPER relinquishes control of the CLUB, a transfer of title of his Lot or Improved Lot by an officer who is a Lot Owner or Improved Lot Owner shall automatically operate as his resignation as an officer and as a member of the Board of Directors.

3.7 Removal and Vacancies. After the first election, an officer or director may be removed from office upon the affirmative vote of three-fourths (3/4ths) of the members for any reason deemed by the members to be detrimental to the best interest of the CLUB. In the event of any removal, resignation, or vacancy in any of the officers, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacated office, who shall hold office for the balance of the unexpired term and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

3.8 Annual Meetings. The annual meeting of the Board of Directors shall be held at such place in Palm Beach County, Florida, as may be agreed upon by the Board of Directors immediately following the adjournment of the annual meeting of the members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said Notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the CLUB. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place.

3.10 Quorum. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date, and place shall be mailed to, or personally served, on each member of the Board of Directors by the Secretary of the CLUB at least three (3) days prior to the time fixed for said meeting.

3.11 Compensation. The officers and/or Directors of this CLUB shall serve without compensation.

#### ARTICLE 4. OFFICERS - POWERS AND DUTIES

4.1 The President. He shall be the chief executive officer of the CLUB; he shall preside at all meetings of the members and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the CLUB and other officers. He shall sign all written contracts of the CLUB and shall perform and have the necessary powers to perform all of the duties incident to his office and that may be delegated to him from time to time by the Board of Directors.

4.2 The Vice-President. He shall perform all the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

#### 4.3 The Secretary-Treasurer.

- A. He shall issue notices of all Board of Directors' meetings and all meetings of the members; he shall attend and keep the Minutes of same; he shall have charge of all of the CLUB's books, records, and papers.
- B. He shall have the custody of the CLUB's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the CLUB and shall deposit all moneys and other valuable effects in the name and to the credit of the CLUB in such depositories as may be designated from time to time by the Board of Directors.
- C. He shall disburse the funds of the CLUB from the checking account, with all checks countersigned by the President, as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the CLUB.
- D. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

#### ARTICLE 5. POWERS OF THE CLUB.

The CLUB, acting through the Board of Directors, shall have the following powers:

5.1 Declaration. All of the powers specifically set forth in the Declaration of Restrictions and all of the powers incidental thereto.



5.2 By-Laws. All of the powers specifically set forth in these By-Laws and all powers incidental thereto.

5.3 Articles of Incorporation. All of the powers specifically set forth in the Articles of Incorporation and all powers incidental thereto.

5.4 Miscellaneous Powers.

- A. To use and expend the assessments collected to carry out the purposes and powers of the CLUB.
- B. To employ attorneys, accountants, and other professional services as the need arises.
- C. To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the CLUB, and to purchase supplies and equipment therefor.
- D. To enter into such agreements and contracts as may be necessary to make available the facilities of the CLUB.
- E. To own, operate and control the Recreation Area, Common Area, Parking Area, etc. as described pursuant to the Declaration of Restrictions.

ARTICLE 6. FINANCE AND ASSESSMENTS.

6.1 Depository. Funds of this CLUB shall be deposited in such bank or banks as the Board of Directors may from time to time direct, in an account for the CLUB under Resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the President and countersigned by the Secretary-Treasurer or such other officers as designated by the Board of Directors from time to time. All notes of the CLUB shall be signed by any two of the officers of the CLUB.

6.2 Fiscal Year. The fiscal year for the CLUB shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

6.3 Determination of Assessments

- A. The Board of Directors of the CLUB shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the CLUB (including Parking Area, Common Area and Recreation Area) providing for use of same for the members; common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Area and limited common area, the costs of carrying out the powers and duties of the CLUB, management contract, and any other expenses designated as common expenses from time to time by the Board of Directors of the CLUB.

The Board of Directors is specifically empowered on behalf of the CLUB to make and collect assessments and to lease, maintain, repair and replace the Recreation Area, Parking Area and Common Area to meet the requirements of the CLUB, if any.

Funds for the payment of common expenses shall be assessed and be deemed a lien as set forth in the Declaration of Restrictions.

- B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the CLUB shall mail or present a statement of the assessment to each of the members. All Assessments shall be payable to the Secretary-Treasurer of the CLUB, and upon request, the Secretary-Treasurer shall give a receipt for each payment made to him, if requested.

6.4 Delinquent Assessments. In the event the payment of an assessment is delinquent, the CLUB, through its Board of Directors, may proceed to enforce and collect the said assessment in any manner provided for by the Declaration of Restrictions.

6.5 Unused Assessments. All income to the CLUB, including assessments and Recreation Club memberships, shall be used to defray the cost and expenses of the CLUB and Recreation Area. Any surplus from one year's budget shall be used to reduce assessments and fees charged in the following year after adequately providing for short term cash flow; and, no distribution of income shall be made to members.

#### ARTICLE 7. MAINTENANCE AND REPAIRS.

7.1 Access. Any officer of the CLUB, or any agent of the Board of Directors, shall have irrevocable right to have access to each Lot and Improved Lot, from time to time during reasonable hours that may be necessary for inspection, maintenance, repair or replacement of any common area accessible therefrom, or for making emergency repairs therein to prevent damage to the Common Area or to another Lot or Improved Lot.

7.2 Maintenance and Repairs. The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the CLUB property. The Board of Directors may by contract empower and grant to such firm, person or corporation the right of access as set forth in Section 1 of this Article. The Board of Directors may, by contract with such firm, person, or corporation, delegate to said firm, person, or corporation rights of collection of assessments and powers of enforcing the same.

7.3 Improved Lot Owners. Every Improved Lot owner must perform promptly all maintenance and repair work within his own property which, if omitted, would affect the other member's property and the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

7.4 Prohibition. No member shall make any alteration in the portions of the improvements which are to be maintained by the CLUB or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of any building or impair any easement.

7.5 Fee Simple Title. The CLUB will accept fee simple title to any portion of the Common Area, Parking Area, or Recreation Area, if DEVELOPER shall tender a deed of conveyance.

#### ARTICLE 8. VIOLATIONS.

8.1 In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Restrictions, these By-Laws or the Articles of Incorporation of the CLUB, by direction of its Board of Directors, may notify the members by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from

- 7 -

PALM OFF  
BEACH REC 2690 PAGE 358

the date of the notice, the CLUB, through its Board of Directors, shall have the right to treat such violations as an intentional and inexcusable and material breach of the Declaration of Restrictions, the By-Laws, or the Articles of Incorporation, and the CLUB may then, at its option, have the following elections: (i) An action at law to recover for its damage on behalf of the CLUB or on behalf of the other members; (ii) an action in equity to enforce performance on the part of the members; or (iii) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the CLUB to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a member, sent to the Board of Directors, shall authorize any member to bring an action in equity or suit at law on account of the violation.

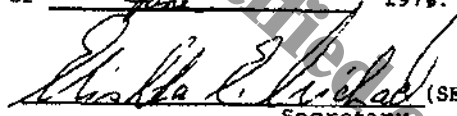
ARTICLE 9. AMENDMENT TO THE BY-LAWS

9.1 These By-Laws may be amended in the same manner as the Declaration of Restrictions may be amended, and in accordance with the provisions of the Articles of Incorporation.

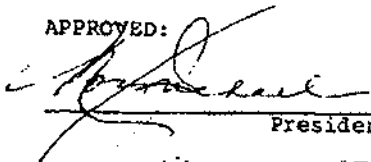
ARTICLE 10. RULES AND REGULATIONS.

10.1 The Board of Directors may from time to time adopt and amend previously-adopted administrative rules and regulations governing the details of the operation and use of the Common Areas, Parking Areas and Recreation Areas, provided, however, that no such rules and regulations shall conflict with the Declaration of Restrictions, these By-Laws or the provisions of the Articles of Incorporation, and in the event of any conflict between the said rules and regulations and the foregoing, the latter shall prevail.

THE FOREGOING were adopted as the By-Laws of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non-profit corporation, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 9th day of June 1977.

  
(SEAL)  
Secretary

APPROVED:

  
(SEAL)  
President

- 8 -

PALM OFF  
BEACH REC 2690 PAGE 369

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

RELEASE OF DECLARATION OF RESTRICTIONS

WHEREAS, BILTMORE BUILDING COMPANY, INC., (hereinafter called "Biltmore"), a Florida corporation, executed a certain Declaration of Restrictions (called "Declaration of Restrictions"), dated June 9, 1977 and recorded June 10, 1977 in Official Records Book 2690, Page 331, of the Public Records of Palm Beach County, Florida.

WHEREAS, Articles 10C and 19 of said Declaration of Restrictions provides that Biltmore shall have the right to alter or amend the Declaration of Restrictions and specifically to withdraw and release the lands from said Declaration of Restrictions.

WHEREAS, Biltmore has caused to be created the subdivision known as Townhouses of Golf View Harbour on the lands described in the plat of the TOWNHOUSES OF GOLF VIEW HARBOUR recorded in Plat Book 33, Page 24, of the Public Records of Palm Beach County, Florida, and the Declaration of Restrictions is applicable thereto.

WHEREAS, Biltmore has not proceeded with the development of Townhouses of Golf View Harbour as to Parcels "2" and "3" of GOLF VIEW HARBOUR 3rd SECTION, according to the plat thereof recorded in Plat Book 30, page 119, of the Public Records of Palm Beach County, Florida, and desires to withdraw and release said Parcels "2" and "3" from the effect of said Declaration of Restrictions.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, Biltmore Building Company, Inc., a Florida corporation, does hereby withdraw, release, unencumber, and declare null and void the above described Declaration of Restrictions recorded in Official Records Book 2690, page 331 of the Public Records of Palm Beach County, Florida, as to the following land located in Palm Beach County, Florida, to-wit:

Parcels "2" and "3" according to the plat thereof, as recorded in Official Records Book 2690, Page 331, of the Public Records of Palm Beach County, Florida.

Biltmore hereby declares that the only lands to be included and encumbered by said Declaration of Restrictions are and shall be the lands included in the plat of TOWNHOUSES OF GOLF VIEW HARBOUR recorded in Plat Book 33, Page 24, of the Public Records of Palm Beach County, Florida.

PREPARED BY MICHAEL J. LISTON  
ATTORNEY  
42 S.E. 1st Ave.  
DELRAY BEACH, FLORIDA 33444

DATED THIS 30 DAY OF April, 1980.

BILTMORE BUILDING COMPANY, INC.

BY: [Signature]

ATTEST: [Signature]

WITNESSES:

[Signature]

Barbara J. Bolt  
STATE OF FLORIDA )

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the County and State last aforesaid, personally appeared, NORMAN J. MICHAEL, as President of Biltmore Building Company, Inc., and ELISHKA E. MICHAEL, as Secretary of Biltmore Building Company, Inc., and they acknowledged before me that they executed the attached and foregoing Release of Declaration of Restrictions and that they had said corporate authority to execute same.

WITNESS my hand and official seal this 30 day of April, 1980.

Barbara J. Bolt  
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large  
My Commission Expires April 3, 1983  
Bonded thru Monard Bonding Agency

B3283 P0420

CONSENT

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., hereby consents to  
the foregoing Release of Declaration of Restrictions.

DATED this 30 day of April, 1980.

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB

BY: Norman J. Michael

ATTEST: Elishka E. Michael

WITNESSES:

Michael J. Michael  
Barbara J. Bolt

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized to take acknowledgments in the County and State last aforesaid,  
personally appeared NORMAN J. MICHAEL, as President of Townhouses of  
Golf View Harbour Club, Inc., and ELISHKA E. MICHAEL, as Secretary of  
Townhouses of Golf View Harbour Club, Inc., and they acknowledged before  
me that they executed the foregoing Consent and that they had said corporate  
authority to execute same.

WITNESS my hand and official seal this 30 day of APRIL,  
1980.

Barbara J. Bolt  
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large  
My Commission Expires April 3, 1983  
Bonded thru Mawhard Bonding Agency

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

B3283 P0421



RESIGNATION AND TERMINATION

WHEREAS, BILTMORE BUILDING COMPANY, INC. (hereinafter called "Biltmore"), a Florida Corporation, executed a certain Declaration of Restrictions (called "Declaration of Restrictions"), dated June 9, 1977 and recorded June 10, 1977 in Official Record Book 2690, page 331 of the Public Records of Palm Beach County, Florida.

WHEREAS, Biltmore has caused to be created the subdivision known as Townhouses of Golf View Harbour on the lands described in the Plat of the TOWNHOUSES OF GOLF VIEW HARBOUR recorded in Plat Book 33, page 24 of the Public Records of Palm Beach County, Florida, and the Declaration of Restrictions is applicable thereto.

WHEREAS, Biltmore has not proceeded with the development of Townhouses of Golf View Harbour as to Parcels "2" and "3" of GOLF VIEW HARBOUR 3rd SECTION, according to the Plat thereof recorded in Plat Book 30, page 119, of the Public Records of Palm Beach County, Florida, and has withdrawn and released said Parcels "2" and "3" from the affect of said Declaration of Restrictions as set forth in Official Record Book 3283, page 0419, of the Public Records of Palm Beach County, Florida.

WHEREAS, Article 6 of said Declaration of Restrictions provides that Biltmore shall control the Club until it shall resign as a Class B member of Club and Article 25 of said Declaration of Restrictions provides for Biltmore to act as a Manager of Club.

NOW, THEREFORE, Biltmore Building Company, Inc., a Florida Corporation, does hereby:

1. Resign as a Class B member of Club, hereby ceasing all powers and duties as a Class B member.
2. Pursuant to Article 25 of the Declaration of Restrictions and the provision of the Management Agreement referred to therein, Biltmore does hereby acknowledge and declare that all lots have been sold and created as Improved lots and therefore the Management Agreement is hereby declared to be terminated.

*Return to:* *personally: Robert E. Fennell, Esq.*  
*1 Dunlop, Stephen, Fennell, Fennell & Hall*  
*540 NE 4th St.*  
*78. Lauderdale, FL 33301*

3. Biltmore hereby relinquishes any rights as Developer to modify or alter the Declaration of Restrictions under Article 19 thereof.

4. Biltmore waives and relinquishes, as of this date, any and all rights as Developer, which it retained in the Declaration of Restrictions.

5. Biltmore represents that to the best of its knowledge there are no valid or oral or written agreements which would allow unit owners of Villas of Golf View Harbour, a Condominium, or other non Residents of the Townhouses of Golf View Harbour, to use the recreation areas (or non dedicated common areas) designated in the Plat of Townhouses of Golf View Harbour.

This resignation and termination shall be deemed effective as of the effective date for same set forth in the Declaration of Restrictions and/or Management Agreement.

DATED this 31 day of March, 1982.

WITNESSES:

John M. Sauer  
Angela M. Crumrine

BILTMORE COMPANY, INC.

BY: NORMAN J. MICHAEL, PRESIDENT

BY: ELISHKA E. MICHAEL, SECRETARY

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements in the County and State last aforesaid, personally appeared NORMAN J. MICHAEL, as President of Biltmore Company, Inc., and ELISHKA E. MICHAEL, as Secretary of Biltmore Company, Inc., and they acknowledged before me that they executed the attached and foregoing Release of Declaration of Restrictions and that they had said corporate authority to execute same.

WITNESS my hand and official seal this 31 day of March, 1982.

Angela M. Crumrine  
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 7 1985  
BOND IN GENERAL INS. UNDERWRITERS

-2-

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

Prepared by:  
Rensid A. David  
855 S. Fed. Hwy.  
Boca Raton, Fl. 33432

AMENDMENT OF  
THE BY-LAWS  
OF

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

(a non profit corporation)

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non profit corporation makes the following Amendment to the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

1. The purpose of the Amendment is to amend the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., Article 2 - Club Membership--Meetings; 2.3 Annual Meeting, pursuant to Article 9 entitled AMENDMENT TO THE BY-LAWS.

2. That the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. is hereby amended by vote commenced February 8, 1983 in compliance with Article 9 above referred to of the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

The new Article 2 - Club Membership--Meetings; 2.3 Annual Meeting is approved to read as follows:

"2.3 Annual Meeting. The annual meeting of the members shall be held during the month of May of each year at a date, time and location in Palm Beach County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Should the date for such annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Provided, however, that DEVELOPER shall control the affairs of the CLUB for the period that is set forth in the Declaration of Restrictions and paragraph 2.1 above.

3. That except as herein amended, the BY-LAWS OF TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC. a non-profit corporation, recorded in Official Records Book 2690 Page 362 et seq of the Public Records of Palm Beach County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24 day of May, 1983.

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.

BY Robert W. Clinger  
President

ATTESTED BY Eleanor Pierce  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared

Robert W. Cinger and Eleanor Thorne as

President and Secretary respectfully of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non-profit corporation, to me known to be the persons described in and who executed the foregoing Amendment and acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and that they have affixed thereto the official seals of said corporation and the said instrument is the act and deed of said corporation

SWORN TO and subscribed before me this 3<sup>rd</sup> day of May

1983.

Miriam S. Gordon  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC  
MY COM.  
BONDED

This is not a certified copy

B3967 R1891

CERTIFICATE OF COMPLIANCE TO AMEND THE BY-LAWS

Pursuant to ARTICLE 9 - AMENDMENTS TO THE BY-LAWS, the Board of Directors, as certified by the undersigned subscribing officers, hereby accepts and designates this document as the "instrument" required by the Declaration of Restrictions Paragraph 21.

In accordance therewith, the attached proxies with signatures of record title holders also fulfills the requirement of fifty (50) written signatures to comply with the requirements of Article 9 above described and in so doing, allow amendment to ARTICLE 2-CLUB MEMBERSHIP-MEETINGS;

2.3 Annual Meeting to read as follows:

"2.3 Annual Meeting. The annual meeting of the members shall be held during the month of May of each year at a date, time and location in Palm Beach County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Should the date for such annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Provided, however, that DEVELOPER shall control the affairs of the CLUB for the period that is set forth in the Declaration of Restrictions and paragraph 2.1 above."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of May, 1983.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY Robert W. Clinger  
President

BY Eleanor Pierce  
Officer

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME the undersigned authority, personally appeared Robert Clinger and Eleanor Pierce, as President and Officer of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a non-profit corporation, to me known to be the persons described in and who executed the foregoing and acknowledge the execution thereof to be their act and deed as such officers for the uses and purposes therein mentioned and that they have affixed thereto the official seals of said corporation and the said instrument is the act and deed of said corporation.

SWORN TO and subscribed before me this 3rd day of May, 1983.

Miriam D. Anderson  
NOTARY PUBLIC

My commission expires:

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

This Quit-Claim Deed, Executed this 10 day of June A. D. 1980 by

BILTMORE BUILDING COMPANY, INC., A FLORIDA CORPORATION,

a corporation existing under the laws of FLORIDA and having its principal place of business at P.O. BOX 1480, BOYNTON BEACH, FLORIDA 33435  
first party, to TOWNHOUSES OF GOLFVIEW HARBOUR, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

whose postoffice address is P.O. BOX 1480, BOYNTON BEACH, FLA. 33435

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 1.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of PALM BEACH State of FLORIDA to wit:

Any and all right, title and interest of Grantor in and to: (a) recreation area (including swimming pool and appurtenances thereto); (b) parking areas; (c) easements; (d) common area; (e) private roads and driveways; and (f) walkways and sidewalks; All of which being located and situated upon the following described property:

PARCELS P-1 THRU P-20 AND ALL ROADS IN PLAT, OF THE TOWNHOUSES OF GOLFVIEW HARBOUR, according to the Plat thereof on file in the Office of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLFVIEW HARBOUR, 3rd SECTION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, Page 119.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof** the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed,

(CORPORATE SEAL)

by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST *Elishka E. Michael*  
ELISHKA E. MICHAEL Secretary

BILTMORE BUILDING COMPANY, INC.

Signed, sealed and delivered in the presence of:

*Angela M. ...*  
*Michael M. Clark*

By *Norman J. Michael*  
NORMAN J. MICHAEL

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NORMAN J. MICHAEL & ELISHKA E. MICHAEL, as PRESIDENT and SECRETARY of BILTMORE BUILDING COMPANY, INC.

well known to me to be the President and Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them as said corporation and that the said affixed device is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of June A. D. 1980

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 28 1988  
BONDED 10000 GENERAL INS. UNDERWRITERS

This instrument prepared by N. J. MICHAEL  
Address P.O. BOX 1480  
BOYNTON BEACH, FLA.

*Kathy ...*  
STATE OF FLORIDA  
PUBLIC  
CLERK OF CIRCUIT COURT

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



**This Quit-Claim Deed**, Executed this 31 day of March, A. D. 1982, by

BILTMORE BUILDING COMPANY, INC., a Florida Corporation,

first party, to

TOWNHOUSE OF GOLF VIEW HARBOUR CLUB, INC., a Florida not for profit corporation,

whose postoffice address is 1443 S.W. 27th Avenue, Boynton Beach, Florida 33435

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 100,000 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida, to-wit:

Any and all right, title and interest of Grantor in and to: (a) recreation area (including swimming pool and appurtenances thereto); (b) parking areas; (c) easements; (d) common area; (e) private roads and driveways; and (f) walkways and sidewalks: All of which being located and situate upon the following described property:

All of TOWNHOUSES OF GOLF VIEW HARBOUR, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 24, being a replat of Tract 1, GOLF VIEW HARBOUR, 3rd Section, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 30, Page 119.

This quit-claim includes all land not previously specifically conveyed by First Party, located in the plat of Townhouses of Golf View Harbour, recorded in Plat Book 33, Page 24 of the Public Records of Palm Beach County, Florida, including Lot 19 of said plat and any other parcels wherein a common recreational facility is constructed. It is acknowledged that Lots 1 A thru 18 A, Lots 1 B thru 18 B, Lots 1 C thru 18 C, and Lots 1 D thru 18 D, are excluded and that all common areas and common easements are quit-claimed herein. It is acknowledged that Lot 19, is a recreation area and that all areas not designated as a part of a Lot are quit-claimed as common area.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*John M. Burns*  
*Angela M. Cirincione*

BILTMORE BUILDING COMPANY, INC.

BY: *Norman J. Michael*  
NORMAN J. MICHAEL, PRESIDENT

BY: *Elishka E. Michael*  
ELISHKA E. MICHAEL, SECRETARY

STATE OF FLORIDA,  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NORMAN J. MICHAEL and ELISHKA E. MICHAEL, as President and Secretary of BILTMORE BUILDING COMPANY, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of March A. D. 1982.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES AUG 7 1985

[BONDED THRU GENERAL INS. UNDERWRITERS]

This instrument prepared by: MICHAEL M. LISTICK, P.A.  
Address 42 S.E. 6th Ave. Delray Beach, Fla. 33444

*Angela M. Cirincione*  
NOTARY PUBLIC

RECORD VERIFIED

PALM BEACH COUNTY, FLA.

JOHN B. DUNKLE

CLERK CIRCUIT COURT

B3783 P1943

MICHAEL M. LISTICK, P.A.  
Attorney At Law  
616 E Atlantic Ave.  
Delray Beach, Florida 33444

WARRANTY DEED  
FROM CORPORATION

**This Warranty Deed** Made and executed the 30th day of August A. D. 1982 by  
BILTMORE BUILDING COMPANY

a corporation existing under the laws of FLORIDA and having its principal place of  
business at 1470 S. W. 25TH WAY, BOYNTON BEACH, FLORIDA 33435  
hereinafter called the grantor, to

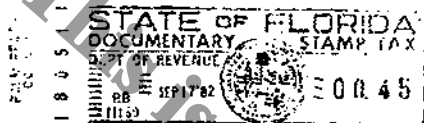
TOWNHOUSES OF GOLFVIEW HARBOUR, INC., A FLORIDA CORPORATION

whose postoffice address is 101 S. E SIXTH AVENUE, SUITE D  
DELRAY BEACH, FLORIDA 33444  
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and  
their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in  
County, Florida, viz:

PARCEL P-9 ACCORDING TO THE PLAT OF TOWNHOUSES  
OF GOLFVIEW HARBOUR, AS RECORDED IN PLAT BOOK  
33 AT PAGE 24 OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.



**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-  
wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;  
and that said land is free of all encumbrances

**In Witness Whereof** the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.

ATTEST *Elishka E. Michael*  
ELISHKA E. MICHAEL Secretary

BILTMORE BUILDING COMPANY, INC.

Signed, sealed and delivered in the presence of:

*Angela M. Cirincione*  
*Kullford M. Clark*

By *Norman J. Michael*  
NORMAN J. MICHAEL President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments,  
personally appeared NORMAN J. MICHAEL AND ELISHKA E. MICHAEL

well known to me to be the President and Secretary respectively of the corporation aforesaid as grantor  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses 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.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of August A. D. 1982

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES AUG 1 1985

RODOLFO TRIN GENERAL FID. UNDERWRITERS

This Instrument prepared by: NORMAN J. MICHAEL

Address P.O. BOX 1480  
BOYNTON BEACH, FLA. 33435

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

Oct-25-1999 11:01am 99-426059  
DRB 11418 Pg 418

**TIBS MODIFIED COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS**, is made this 27 day of October, 1999, by and between **THE SKYLAKE STATE BANK**, a Florida Banking Corporation, with its principal place of business being located at 7900 Miami Lakes Drive West, Miami Lakes, Florida 33016, (hereinafter called the "Assignee") and **TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.**, a Florida Not-For-Profit Corporation, having its principal place of business located at 1453 Princeton Lane, Boynton Beach, Florida 33426, (hereinafter called the "Association" or the "Assignor").

WHEREAS, TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a Florida Not-For-Profit Corporation, (the "Assignor") executed on November 20, 1997 a certain Note and Collateral Assignment of Right To Collect Assessments and Assignment of Lien Rights, which Collateral Assignment is Rev. noted in Official Records Book 10110 Page 239 of the Public Records of Palm Beach County, Florida, to secure a loan in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) and has on even date herewith executed a Future Advance Note in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and a New Consolidation and Renewal Master Promissory Note (the "Note") in favor of THE SKYLAKE STATE BANK, a Florida Banking Corporation, (the "Assignee"), in the original principal amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00); and

WHEREAS, the Assignor has the power and authority under the Declaration of Covenants and Restrictions of TOWNHOUSES OF GOLF VIEW HARBOUR, which has established the TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a Florida Not-For-Profit Corporation, which Declaration is recorded in Official Records Book 2690 at Page 331 in the Public Records of Palm Beach County, Florida, (the "Declaration") the Articles of Incorporation of Assignor (the "Articles") and the By-Laws of the Assignor, (the "By-Laws") to levy assessments, both general and special assessments, for common expenses and to collect and enforce such assessments and collection rights by lien; and

WHEREAS, all requisite actions have been taken by proper actions and resolutions of the Board of Directors of the Assignor on October 23, 1999 to approve the special assessment, to authorize the Association to secure loan, and to approve of the loan documents and authorize the President and the Secretary of the Assignor to execute them; and

WHEREAS, proper notice was given for a meeting of the Association held on October 23, 1999, at which time Resolutions were passed for repayment of the New Consolidation and Renewal Master Promissory Note to THE SKYLAKE STATE BANK, in the amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) (the "Loan"), which Loan is to be secured by the Association's assignment and pledge of its general and special assessment lien rights and its right to collect those assessments and as either a Special Assessment (the "Special Assessment") or a line item on the operating budget of the Association; and

WHEREAS, as additional security for the Note, the Assignor has agreed to assign, convey and set over unto Assignee all of its right, title and interest in and to its assessments, right to collect assessments and lien rights upon its unit owners, both general and special assessments (collectively the "Assessments"). Violation of any of the above covenants shall constitute a default under this Assignment and, in the event of such default and/or in the event of a default under the Note, the Assignee shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, the Assignee shall have the right to notify each member of the Assignor to pay directly to the Assignee, until the Note shall be paid in full, all assessments imposed against the Units within the property and each member of the Assignor shall be entitled to rely upon such written directions from the Assignee without the necessity for receiving confirmation from the Assignor. In addition, in the event of a default under this Assignment and/or under the Note, the Assignee shall, upon the filing of a bill in equity to enforce the rights of the Assignee hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take control of the operation of the Assignor. The receiver shall collect all assessments and other revenues due to the Assignor and shall apply same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida.

**WHEREAS**, Assignor desires to secure to Assignee the timely and complete payment and performance of the obligations created by said Note;

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, paid by the Assignee to the Assignor, the Assignor does hereby assign, transfer and set over unto the Assignee, its successors and/or assigns, the proceeds of all funds realized from any and all assessments, regular and special, levied by the Assignor in order to raise the funds necessary to satisfy the Note and the Assignor does further assign, transfer and set over unto Assignee the Assignor's lien rights applicable to the enforcement of all such assessments, regular and special, as specifically described in the Declaration of Covenants and Restrictions of TOWNHOUSES OF GOLF VIEW HARBOUR, as recorded in Official Records Book 2690 at Page 331 in the Public Records of Palm Beach County, Florida. This Assignment shall remain in full force and effect until all indebtedness evidenced by the Note shall have been fully paid and satisfied. This Assignment is subject to the following terms and conditions, to wit:

1. During the good standing of the Note, the Assignor shall have the right to administer its Assessments, collect the proceeds from the unit owners, and remit the same to the Assignee; but should Assignor fail to timely pay its obligations under the Note, or otherwise fail to observe and comply with the terms and provisions of the Note, this Assignment or the other Loan Documents, then all further Assessments payments, shall be paid directly to the Assignee and the Assignee shall have the right to enforce the liability of Assessments, to the same extent and degree as if it were the Assignor. Accordingly, the Assignor shall, when requested by the Assignee, take any and all further steps necessary to notify the unit owners to direct their payments to be made to the Assignee and to file such documents as may be necessary under the Declaration or otherwise to perfect liens against the property of non-paying unit owners and thereafter execute such other documents as may be necessary to demonstrate that such liens have been perfected for the Assignee by suit for foreclosure or otherwise. Upon occurrence of any default under the Note, Assignor shall deliver to Assignee all proceeds realized from assessments imposed upon the units in the property, regular and special, and Assignor agrees to execute and deliver to the holder of the Note any further assignments necessary to perfect the transfer of such funds and the pledge of the lien rights appurtenant thereto and necessary to enforce collection of such assessments. In addition, upon the occurrence of any default under the Note, the Assignee shall have the right and authority to cause the Assignor to impose assessments against the units within the property and to collect said assessments by enforcement of the lien rights herein pledged and assigned. However, should the Assignor timely pay and discharge the indebtedness represented by the Note, then this Assignment shall be terminated and shall be null and void and shall have no further force or effect, and shall be released upon the request and at the expense of the Assignor. Furthermore, the rights of the Assignee to collect assessments and operate the association either directly or through a receiver, shall terminate upon the Assignee having collected sufficient funds to repay to the

Assignee the total sums owed to said Assignee. In addition, the Assignee shall provide to the Assignor a detailed accounting of all sums owed and collect by the Assignee.

2. The rights herein granted to the Assignee are in addition to and not in lieu of its rights to enforce the terms and provisions of the Note, and all other collateral security documents securing the indebtedness represented by the Note. The collection and application of the proceeds of assessments by Assignee to the indebtedness evidenced by the Note shall not constitute a waiver of any default which might, at the time of application or thereafter, exist under the Note, and the payment of the indebtedness may be accelerated in accordance with the terms of the Note, notwithstanding such application.

3. This Assignment shall be enforceable against the Assignor, together with any entities that may succeed it, or any multiplicity of entities that may succeed it, as an association responsible for the operation of the property.

4. This document is executed to secure a repayment of the indebtedness represented by the Note. Assignor has contemporaneously executed the Note, a Security Agreement, and UCC-1 Financing Statements, (the "Loan Documents") all of even date herewith, all of which have likewise been executed to secure the indebtedness represented by the Note, and a default in any one of said Loan Documents shall be and constitute a default hereunder. Conversely, a default hereunder shall be and constitute a default in the terms, conditions and provisions of each of the other Loan Documents. In the event of a conflict between a term in the original loan documents and this modification, then the terms of this modification shall control.

5. Assignor agrees that the resolutions or notices hereinbefore identified in the preamble of this Assignment regarding the Loan or the Special Assessment may not be modified nor any liability released nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of the Assignee.

6. The Note evidences a line of credit and term loan (the "Loan") made available to Assignor by Assignee in an amount not to exceed Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) at any one time outstanding. The Line of Credit contemplates that Assignor will, from time to time, submit draw requests (the "Draw Requests") to Assignee in order to obtain funding from Assignee under the Line of Credit. With respect to the Draw Requests, Assignor agrees as follows:

- (a) The Assignee shall be authorized to fund under the Loan based upon a Draw Request submitted by facsimile transmission from Assignor to Assignee, signed by an authorized signatory and shall be funded by the Assignee within forty-eight (48) hours of receipt of the Draw Request from the Assignor.
- (b) Assignor shall submit a written list in Assignee specifying the names and telephone numbers of all members of Assignor who are authorized to submit Draw Requests on behalf of Assignor, and
- (c) Assignee shall have the right, but shall not be obligated to do so, contact by telephone the person executing the Draw Request on behalf of the Assignor, in order to verify the contents of the Draw Request submitted by Assignor.
- (d) Assignee has the right to rely upon any Draw Request submitted by any authorized signatory and Assignor holds Assignee harmless from and against any and all liability, claims, actions or causes of actions arising out of any Draw Request honored by Assignee.

7. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail or facsimile.

8. This Assignment is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with and governed by the laws of such State.

9. As long as this Assignment remains in effect, the Assignor shall not amend or modify the terms and provisions of the Declaration of Covenants and Restrictions for the property which would affect the rights of the Assignee under this Assignment without the consent of the Assignee and the Assignor shall not amend or modify the By-Laws of the Assignor or the Articles of Incorporation of the Assignor without the consent of the Assignee, if such amendments would affect the rights of the Assignee under this Assignment.

10. Assignor agrees that in connection with the levy of assessments against the property, it will:

- (a) Use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due under the Note to the Assignee;
- (b) Not grant any concessions, forgiveness, forbearance or other relief from the obligation of each unit owner to pay such assessments without Assignee's written consent; and
- (c) Enforce all of the terms, conditions, provisions and covenants contained in the Declaration of Covenants and Restrictions of the property, as such documents provide for the levy, collection and enforcement of assessments against individual unit owners.

11. Violation of any of the above covenants shall constitute a default under this Assignment and, in the event of such default and/or in the event of a default under the Note, the Assignee shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, the Assignee shall have the right to notify each member of the Assignor to pay directly to the Assignee, until the Note shall be paid in full, all assessments imposed against the Units within the property and each member of the Assignor shall be entitled to rely upon such written directions from the Assignee without the necessity for receiving confirmation from the Assignor. In addition, in the event of a default under this Assignment and/or under the Note, the Assignee shall, upon the filing of a bill in equity to enforce the rights of the Assignee hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take control of the operation of the Assignor. The receiver shall collect all assessments and other revenues due to the Assignor and shall apply same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida.

12. All sums collected and received by Assignee as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the costs of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Assignee for any sum or sums received from assessments until the amount collected is actually received by Assignee, and no credit shall be given for any uncollected amounts or bills.

13. Assignee may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees as shall be necessary for the collection of such assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the assessments and to do all acts relating hereto as authorized by the Declaration of Covenants and Restrictions of the property. Assignee shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the assessments as a cost of collection. The Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care.

14. Assignor agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted in any other security instrument given by Assignor to Assignee to evidence or further secure payment of the Note and the rights herein shall be in addition thereto. The collection and application of the proceeds of the assessments to the indebtedness evidenced by the Note or as otherwise above provided shall not constitute a waiver of any default which might, at the time of application or thereafter, exist under the Note, and the payment of the indebtedness secured by such instruments may be accelerated in accordance with their terms, notwithstanding such application.

15. In the event the funds assessed by the Assignor against its members, as said assessments are provided for in the operating budgets adopted from time to time by the Assignor, are not sufficient to timely tender all of the payments required under the terms of the Note, then the Assignor shall levy such additional assessments as may be necessary, on an emergency basis, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

16. The Assignor shall obtain, and maintain in full force and effect, hazard and public liability insurance coverages, written by carriers licensed or authorized to transact business in the State of Florida and are rated "B" or higher, Class III or higher, according to the latest published Best's Key Rating Guide.

17. The Assignor covenants and warrants that, by no later than October 30, 2000, and on that same date per annum throughout the term of the Note, the Assignor shall furnish the Assignee with a currently dated financial statement for the Assignor, with all supporting schedules attached thereto, which financial statement is to be certified by the Assignor to the Assignee. All financial statements and other financial information shall be prepared in accordance with generally accepted accounting principals consistently applied.

18. This assignment of the right to collect assessments and the pledge and assignment of the lien rights to enforce such assessments shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon the successors and assigns of Assignor.

19. Upon full and complete payment of the Note, the Assignee shall execute, and deliver to the Assignor, a release of this Assignment, in recordable form.

20. The Assignee shall have the right to disclose and advertise, by whatever means of disclosure and advertisement the Assignee deems appropriate, the extension of the loan to the Assignor by the Assignee evidenced by the Note.

THE ASSIGNOR AND THE ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT AND ANY AGREEMENT CONTEMPLATED OR TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

IN WITNESS WHEREOF, this Assignment has been executed this 8 day of October, 1999.

ASSIGNOR:

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.,  
A Florida Not-For-Profit Corporation

By: Robert W. Clinger, President

By: Steven Braun, Vice-President

STATE OF FLORIDA }

COUNTY OF PALM BEACH }

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments in the state aforesaid and in the county aforesaid, personally appeared Robert W. Clinger, as President and Steven Braun, as Vice-President of TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC., a Florida-Not-For-Profit Corporation, who are personally known to me or who have produced FLA. DRIVER'S LICENSE as identification and who did take an oath.

Mollie Ann Lamb  
Notary Public, State of Florida

My Commission Expires:



MOLLIE ANN LAMB  
Notary Public, State of Florida  
My Comm. Exp. May 18, 2000  
Comm. No. CC 555468

TOWNHOUSES OF GOLF VIEW HARBOUR CLUB, INC.  
CERTIFICATE OF RESOLUTION

The undersigned Secretary of the Board of Directors of the Townhouses of Golf View Harbour Club, Inc. ("Association") hereby certifies that the following resolution was passed unanimously or by majority vote of the members of such Board, at the meeting held on July 28, 2020.

RESOLUTION FOR PROSPECTIVE ENFORCEMENT OF SECTION 13 OF THE  
DECLARATION ARCHITECTURAL CONTROL AND GRANDFATHERING IN OF OWNERS  
WHO CURRENTLY HAVE ALTERED LOTS

WHEREAS, Section 13 ARCHITECTURAL CONTROL of the Association's Declaration recorded in the Public Records of Palm Beach County, Florida Book at Official Record Book 2690, Page 331, prohibits the owner or occupant of each Lot from permitting a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specification thereof have been submitted to and approved by the BOARD before any construction is begun.

WHEREAS, over the years, one or more owners have altered their structures at the Association without obtaining board approval which have been overlooked by the Association and/or because of the long passage of time, there are proof and enforcement problems regarding these old violations, so that no general waiver of the above provision was intended; and

WHEREAS, the Board of Directors in accordance with their fiduciary duties wants to reinstate enforcement ARCHITECTURAL CONTROL restrictions within Section 13 of the Declaration;

NOW, THEREFORE, be it resolved by the Association as follows:

1. Reinstatement of Enforcement. The above provision will again be enforced and the Architectural Control requirements are hereby ratified and confirmed.

2. Grandfathering in of Existing Owners who have made alterations to their lots. Owners who have made alterations to their lots without board approval on the date this Resolution is passed will be "grandfathered in" based on the circumstances set forth above, but only to the extent of alterations already made which may not be expanded.

4. No Waiver. This resolution is not intended to waive or relinquish any rights or remedies of the Association except to the extent explicitly provided herein.



5. Recording. The Association intends to record a copy of this Resolution in the Public Records for purposes of putting all current and potential owners on notice hereof.

Townhouses of Golf View Harbour  
Club, Inc.

BY: Robert W. Chargin

TITLE: President

STATE OF FLORIDA :

COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me this 12  
day of August, 2020, by Robert W. Chargin as  
Board President of Townhouses of Golf View Harbour Club, Inc. ( ) who  
is/are personally known to me, OR ( ) has/have produced \_\_\_\_\_  
as identification, and did not take an  
oath.

My Commission Expires:

Marie Palombi  
NOTARY PUBLIC

