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**CERTIFICATE OF RECORDING MERGED
 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
 VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC.
 AND MERGED AMENDED AND RESTATED ARTICLES OF INCORPORATION AND
 AMENDED AND RESTATED BY-LAWS FOR
 VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for **Village Royale Greenbrooke Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2144 at Page 651 and;

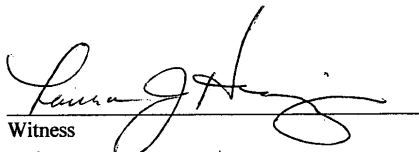
WHEREAS, the Articles of Incorporation and By-Laws for Village Royale Greenbrooke Association, Inc. are attached as an Exhibit thereto; and

WHEREAS, the Amended Declarations of Condominium for Village Royale Greenbrooke Condominium have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3509 at Page 0362 and Book 17244 at Page 0378 and Book 16967 at Page 0911 and Book 5539 at Page 812; and Book 2144 at Page 651;

WHEREAS, the Association desires to record a merged Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws, representing the entire text of those documents, without exhibits, as they exist as of the date of this recordation. **THIS MERGED SET OF DOCUMENTS SETS FORTH THE CONTENTS OF THE DOCUMENTS AS THEY EXIST AS OF THIS DATE, INCORPORATING ALL AMENDMENTS THERETO. ALL EXHIBITS ATTACHED TO THE ORIGINAL DECLARATION OF CONDOMINIUM, RECORDED APRIL 11, 1973, AT OFFICIAL RECORDS BOOK 2144, PAGE 651, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, REMAIN AS ATTACHED THERETO AND ARE INCORPORATED BY REFERENCE HEREIN, SOME OF WHICH ARE NOT REATTACHED TO THIS DOCUMENT.**

NOW, THEREFORE, the undersigned hereby certify that the attached merged Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws are true and correct copies of the full text of those documents, as amended by the membership, as they exist as of this date. The exhibits to the original Declaration of Condominium are not being re-recorded herewith and remain as attached to the original documents.

WITNESS my signature hereto this 1st day of June, 2016, at Palm Beach County, Florida.


 Witness

LAURA J. HINZMAN
 PRINT NAME

**VILLAGE ROYALE GREENBROOKE
 ASSOCIATION, INC.**

By: Albert H. Hinzman
 President

Stacy L. Wagner
Witness

Stacy L. Wagner
PRINT NAME

Attest: Edward J. Rink
Treasurer

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of June, 2016 by Allen Nealley and Edward Rink, as President and Treasurer, respectively, of Village Royale Greenbrooke Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.



Kathleen D. Hunt (Signature)

Kathleen D. Hunt (Print Name)
Notary Public, State of Florida at Large

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**MERGED
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC.**

(merged through January, 2016)

RECITALS:

On April 11, 1973, the original declaration of condominium of Village Royale Greenbrooke Condominium was recorded in Official Record Book 2144, Page 651, of the Public Records of Palm Beach County, Florida. That declaration, with any subsequent amendments, is hereby amended in part and restated in its entirety.

SECTION 1. SUBMISSION TO CONDOMINIUM OWNERSHIP. This Amended and Restated Declaration of Condominium is made by the Village Royale Greenbrooke Association, Inc., a Florida corporation not-for-profit. The land described in this Declaration and the improvements located on the land have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to Condominium ownership by this Declaration.

SECTION 2. NAME AND ADDRESS. The name of this Condominium is Village Royale Greenbrooke Condominium (hereinafter referred to as Condominium) and its mailing address is 130 N.E. 26th Avenue, Boynton Beach, FL 33435 or at such other place as may be subsequently designated by the Board of Directors.

SECTION 3. DEFINITIONS The following definitions shall apply in this Declaration and in the Articles of corporation and By-Laws, unless the context otherwise requires:

3.1 **Articles** means the Amended and Restated Articles of Incorporation, as amended from time to time.

3.2 **"Assessment"** means a share of the funds required for the payment of common expenses which from time to time is assessed against all of the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.

3.3 **"Association"** means VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.4 **"Association Certificate"** means a certificate of the Association in recordable form signed by any two (2) officers of the Association.

3.5 **"Association Property"** means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.6 **"Building and Improvements"** means the structures and improvements on the Properties.

3.7 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and shall have the same meaning as "Board of Administration" in the Condominium Act.

3.8 "By-Laws" mean the Amended and Restated By-Laws, as amended from time to time.

3.9 "Common Elements" means all portions of the Condominium Property not included within the Units but not Association Property, and includes without limitation the following:

- A. The land.
- B. All portions of the buildings and other improvements on the land not included within the Units, including limited common elements.
- C. Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to more than one Unit and/or the common elements.
- D. An easement of support in every portion of the Condominium which contributes to the support of a building.
- E. The property and installments required for furnishing utilities and other services to more than one Unit or to the common elements.
- F. An undivided share in the common surplus
- G. Any other parts of the Condominium Property designated as common elements in this Declaration.

3.10 "Common Expenses" include:

- A. Expenses of administration and management of the condominium property.
- B. Expenses of maintenance, operation, repair, or replacement of common elements.
- C. Expenses under the Recreational Trust Agreement.
- D. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws; including without limitation, the expense of any insurance premiums and/or deductibles as set forth in Section 15 of this Declaration.
- E. Any valid charge against the condominium as a whole.
- F. The expense of providing bus service to unit owners and residents of this condominium, on a non-exclusive basis with other condominiums within the Village Royal on the Green community.
- G. The portions of the Condominium to be maintained by the Association.

3.11 "Common Surplus" means the excess of all receipts of the Association included but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

3.12 "Condominium" is that form of ownership of condominium property under which units of improvement are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements

3.13 "Condominium Documents" means and includes this Declaration and all recorded exhibits, including Articles of Incorporation and By-Laws, as amended from time to time.

3.14 "County" means the County of Palm Beach, Florida.

3.15 "Declaration" means this Amended and Restated Declaration, as amended from time to time.

3.16 "Developer" means, Boynton Development Company, a Florida corporation, its successors, assigns and legal representatives.

3.17 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.18 "Guest" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit at the invitation to the Owner or other legally permitted occupant, without requirement to contribute money, perform any service or provide any other consideration to the Owner or lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his lessee in the Unit. Refer to Section 6.4 for instances when an Owner shall be considered a Guest.

3.19 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Unit which Mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

3.20 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.21 "Licensed Architect" means an architect licensed to practice in the State of Florida.

3.22 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this

Declaration.

3.23 "Member" or "Member of the Association" means a record owner of a Unit.

3.24 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

3.25 "Original Declaration" shall mean and refer to the Declaration of Condominium of Village Royale Greenbrooke Condominium as recorded in Official Record Book 2144, Page 651, Public Records of Palm Beach County, Florida, as amended prior to this date.

3.26 "Owner" or "Unit Owner" means the record Owner, whether one or more person or entities, of the fee simple title to any Unit, but excludes those having such interests merely as security for the performance of an obligation.

3.27 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements.

3.28 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other Institutional Mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

3.29 "Properties" means the Condominium Property (Units, common elements and limited common elements) and Association Property.

3.30 "Recreation Area". The ownership of the area designated as the Recreational Area or the Community Facilities in the Trust Agreement shall be vested in VRG Owners League, Inc., as Trustee, for the use and benefit of the beneficiaries named in the Trust Agreement and is not part of the common elements. A copy of the Trust Agreement is attached hereto and made a part hereof, as Exhibit "E", the contents of which are hereby incorporated as reference as if fully set forth. All sums which the Association, as Beneficiary, becomes required to pay under the terms of the said Exhibit "E" shall be a common expense and shall be assessed among the unit owners in the manner provided herein.

3.31 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.32 "Separate Real Estate Taxes". It is understood that the real estate taxes are to be separately taxed to each unit owner for a condominium parcel, as provided in the act. In the event that for any year said taxes are not separately taxed to each unit owner, or to the condominium property as a whole, then each unit owner shall pay his proportionate share thereof based upon his shares of the common expenses.

3.33 "Statutory Committee" means a committee as defined in the Condominium Act as amended from time to time.

3.34 "Unit" means and refers to that portion of the Condominium Property which is subject to

exclusive ownership and shall mean residential apartments.

3.35 "Utility Services", as used in the Condominium Act and as construed with reference to this condominium, as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-condition, garbage and sewage disposal for the common elements.

3.36 "Utilities" Each unit owner shall pay for his own telephone, electricity and other utilities used within the condominium unit.

3.37 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to vote(s) in Association matters.

SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS.

4.1 Entire Condominium. The Condominium consists of that property legally described as:

Commence at the intersection of the Northerly and Westerly extensions of the West and North lines of Block 32, as shown on the Amended Plat of Boynton Ridge, recorded in plat book 24, page 28, Public Records of Palm Beach County, Florida; thence N. 89° 54' 10" E. (assumed) along the North line aforesaid, and its Westerly extension, a distance of 25.93 feet to the point of beginning of the parcel to be herein described; thence continue Easterly along the same course a distance of 235.32 feet; thence S. 0° 05' 50" E., a distance of 65 feet; thence N. 89° 54' 10" E. a distance of 77 feet; N. 0° 05' 50" W., a distance of 7.0 feet; thence N. 89° 54' 10" E. a distance of 10.00 feet; thence S. 0° 05' 50" E. a distance of 7.0 feet; thence N. 89° 54' 10" E. a distance of 38.00 feet; thence S. 0° 05' 50" E. a distance of 114.77 feet; thence N. 62° 30' 00" W., a distance of 31.88 feet; thence S. 89° 54' 10" W., a distance of 82 feet; thence S. 2° 11' 30" E., a distance of 120 feet; thence, S. 87° 48' 30" W., a distance of 80 feet; thence N. 2° 11' 30" W., a distance of 78.04 feet; more or less to a point in the West line of Block 32 aforesaid; thence N. 2° 11' 30" W., along said West line a distance of 184.07 feet to the point of curvature of a curve concave to the Southeast, having a radius of 25 feet and a central angle of 92° 05' 40"; thence, Northeasterly along the arc of said curve a distance of 40.18 feet to the point of beginning.

TOGETHER WITH the following described easement: Commence at the point of intersection of the Northerly and Easterly extensions of the North and East boundary lines of Block 5, as shown on the above-mentioned Amended Plat of Boynton Ridge; thence S. 89° 54' 10" W. (assumed) along the Easterly and Westerly extensions of said Block 5, a distance of 1421.15 feet to the point of beginning of the parcel to be herein described; thence continue Westerly along the same course, a distance of 125 feet; thence S. 0° 05' 50" E., a distance of 65 feet; thence N. 89° 54' 10" E., a distance of 77 feet; thence N. 0° 5' 50" W., a distance of 7.00 feet; thence N. 89° 54' 10" E., a distance of 10.00 feet; thence S. 0° 05' 50" E., a distance of 7.00 feet; thence N. 89° 54' 10", a distance of 38.00 feet; thence N. 0° 05' 50" W. a distance of 65 feet to the point of beginning aforescribed.

SUBJECT to an easement over and across the following described: The South 60 feet of the North 209.86 feet of the West 190 feet, all as measured at right angles of the above described parcel and the southern most 15.00 feet of the above described parcel.

SUBJECT TO any and all easements, restrictions, reservations or limitations of record.

The condominium includes an apartment building consisting of a ground floor or lobby floor and three (3) additional floors making a total of four (4) floors.

In addition to said apartment building, said condominium includes the necessary parking areas, driveways, sidewalks, landscaping as well as an interest of the Association in the Recreational Trust Agreement.

4.2 Survey and Plot Plans. Attached to the Original Declaration as Exhibit "B" is a survey of the land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the common elements and the limited common elements (if any); along with which is attached the Surveyor's Certificate. Together with this Declaration, the foregoing are in sufficient detail to identify each Unit, the common elements and limited common elements (if any), and their relative locations and dimensions. That Exhibit "B" which is found at Official Record Book 2144, Pages 707 through 726, Public Records of the County is hereby made Exhibit "C" to this Declaration and incorporated into this Declaration by reference.

4.3 Unit Boundaries. Each condominium unit shall include that part of the building containing the condominium unit that lies within the boundaries of the condominium unit, which boundaries are as follows:

A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimetrical boundaries:

1. Upper Boundaries: The horizontal plane of the undercoat finished ceiling.

2. Lower Boundaries: The horizontal plane of the lower surface of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower apartment unit, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower apartment.

B. Perimetrical Boundaries: The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1. Exterior Building Walls: The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of the ground floor apartments, such boundaries shall include the terrace serving such apartments.

2. Interior Building Walls: The vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(a) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(b) When walls of different thickness abut with a flush side so that their

center lines do not intersect, the plane of the center line of the thicker wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

C. Apertures. Where there are apertures in any boundary, including, without limitation, windows and doors, the boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks. Surfaces made of glass or other transparent material and all framing, casing and hardware, such as windows and doors, shall be excluded from the Unit. Board approval is required before replacing windows and doors. Patio closets, screens and External walls shall be considered part of the Unit.

D. Excluded from Units: Any items referred to in Section 3.9 above shall be excluded from the Units even though they may lie within a Unit boundary.

In cases not specifically covered in this Section 4.3 or in any cases of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "C" to this Declaration shall control in determining the boundaries of a Unit, except that the provisions of Sections 4.3.C and 4.3.D above shall control over said Exhibit.

SECTION 5. EASEMENTS.

Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units and under the Recreational Trust Agreement which are adjacent to or in the vicinity of the condominium property. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements.

5.1 Utility Service and Drainage Easements. The Association has the power, without the joinder of any Owner, to grant easements such as electric, gas, cable television and other telecommunications, or other utility or service easements, and drainage easements, or with respect to security surveillance or communication, or relocate any existing easements, in any portion of the common elements and Association Property, and to grant access easements or relocate any existing access easements in any portion of the common elements and Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, now or hereafter owned by the Association and the Lessors under the Recreational Trust Agreement which are adjacent to or in the vicinity of the condominium property. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facility or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility.

A. The Board of Directors of the Association or its designee shall have a right to remove any improvements interfering with or impairing such facilities or easements reserved in this Declaration. No Owner shall do anything within or outside his/its Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements.

B. In addition to the foregoing, the following shall apply with respect to easements for drainage: There is hereby reserved an easement for drainage from each Unit onto an adjoining Unit and the common elements and Association Property. It shall be the responsibility of the Association to insure that the drainage flow from the common elements and Association Property, remains open and free.

5.2 Encroachments. If any Unit encroaches upon any of the common elements or Association Property for any reason other than the intentional act of an Owner, or if any common elements or Association Property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

5.3 Association Easements. The Condominium Association shall have the irrevocable right of access into any Unit during reasonable hours when necessary to make emergency repairs and, after notice to the Owner, do other work necessary for the proper maintenance, repair, or replacement of any Common Elements.

5.4 Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property or Association Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property).

5.5 Air Space. An exclusive easement for the use of air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be.

5.6 Easement of Overhanging Troughs or Gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

5.7 Perpetual Non-Exclusive Easement in Common Elements. The common elements shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners or units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

5.8 Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, halls, lobbies, elevators, central corridors and other portions of the common elements and Association Property as from time to time may be intended as designated for such purpose and use, and for vehicular and pedestrian traffic over through, and across such portions of the common elements and Association Property as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. Such easement shall be for the use and benefit of the Condominium unit owners, the owner of the recreation area, the owners and occupants of other condominium buildings located now or in the future in the Village Royal Condominium Complex, and the public in general; and those claiming by, through or under the aforesaid; provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property, except to the extent that space may be specifically designated and assigned for parking purposes.

A. Speed bumps shall be permitted and shall be deemed not to violate any rights of any person in whose favor the easement for ingress and egress lies.

5.9 Additional Easements. Attached to the Original Declaration as Exhibit "W" describe easements and/or rights created by the documents. That Exhibit "W" which is found at Official Record Book 2144, Page 657, Public Records of Palm Beach County, FL is hereby made Exhibit "D" to this Declaration and incorporated into this Declaration by reference.

SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Condominium Parcels. The Owner of each Unit shall own that undivided share in the common elements and the common surplus as is set forth in Section 6.2A of this Declaration.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above. The undivided share in the common elements, facilities, elements, land and surplus, and the undivided share of the common expense assigned to each Unit is hereafter set forth as a percentage, as follows:

Private Dwellings	% of Interest Per Each Condominium
BLDG NO. 1	
101	2.323
102	2.323
103	1.779
104	1.779
105	1.779
106	1.779
107	2.323
108	2.323
109	1.779
110	1.779
111	2.323
112	2.711
BLDG NO. 2	
201	2.323
202	2.323
203	1.779
204	1.779
205	1.779
206	1.779
Private Dwellings	% of Interest Per Each Condominium

207	2.323
208	2.323
209	1.779
210	1.779
211	2.323
212	2.711
BLDG NO. 3	
301	2.323
302	2.323
303	1.779
304	1.779
305	1.779
306	1.779
307	2.323
308	2.323
309	1.779
310	1.779
311	2.323
312	2.711
BLDG NO. 4	
401	2.323
402	2.323
403	1.779
404	1.779
405	1.779
406	1.779
407	2.323
408	2.323
409	1.779
410	1.779
411	2.323
412	2.711
	100%

B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated By-Laws of the Association and Amended and Restated Articles of Incorporation, attached to this Declaration as Exhibits "A" and "B", respectively.

C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.

D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement

in airspace which is vacated shall be terminated automatically.

E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights of Association Property and common elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association Property and common elements otherwise readily available for use generally by Owners.

SECTION 7. COMMON ELEMENTS.

7.1 Common Elements Defined. The common elements are defined in Section 3.9 above.

7.2 Restraint Upon Separation and Partition of Common Elements. The Undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit; whether or not separately described. No action shall lie for partition of the common elements.

SECTION 8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration and as may be further identified on the survey and plot plan (Exhibit "C"). The following common elements are hereby designated as limited common elements:

A. Automobile Parking Spaces: Each Unit shall be entitled to one (1) parking space. No additional limited common element parking spaces may be created. Any limited common element parking space(s) shall remain an appurtenance to the Unit. The Developer assigned parking spaces for each unit shall not be thereafter reassigned without the consent of the condominium owner. Rules and regulations for the use of guest parking may be promulgated by the Board from time to time.

B. Balconies and Porches. Any balcony, porch or patio, shall be limited common element of the Unit so served. The boundary lines of same are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the balcony, porch or patio.

C. Windows, Screens, Screen Frames, Hurricane Shutters and Doors. The windows, screens,

screen doors, screen frames, hurricane shutters, entry and sliding glass doors, including glass, hardware and framings/casings, are limited common elements of the Unit served thereby.

D. Heating and Air Conditioning Units and Certain Electrical and Plumbing Lines, Fixtures and Outlets. The air conditioning/heating unit, including the handling equipment, compressor and all appurtenances and lines wherever situated and the concrete pad underneath serving each unit shall be a limited common element of the Unit served thereby. Also, any electrical and plumbing lines, fixtures and outlets located in the common elements but which serve only one Unit shall be a limited common element of the Unit served thereby.

E. Others. Any part of the common elements connected to or exclusively serving a single Unit, and which is specifically required in Section 11 of this Declaration to be maintained, repaired, or replaced by or at the expense of the Owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use; Transfer Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use to each limited common element passes with title to the Unit(s), whether or not separately described, and cannot be separated from it/them.

SECTION 9. ASSOCIATION. The operation of the Condominium is by VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the Declaration of Condominium and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "B", as amended from time to time.

9.2 By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached as Exhibit "A", as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.

9.4 Limitation on Liability; Use Fee.

A. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Condominium Association or any other document governing or binding the Condominium Association (collectively, the "Association Documents"), the Condominium Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner, occupant or user of any portion of the Condominium Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(1) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Condominium Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof.

(2) The Condominium Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County, and/or any other jurisdiction or the prevention of tortious activities; and

(3) The provisions of the Condominium Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Condominium Association to protect or further the health, safety or welfare of any person(s) even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Condominium Association arising from or connected with any matter for which the liability of the Condominium Association has been disclaimed hereby. As used herein, "Condominium Association" shall include within its meaning all of Condominium Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

9.5 Purchase, Conveyance Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of the Owners. The authority of the Association to purchase Units is as set forth in the Articles of Incorporation. The Association shall be permitted to lease real property with the approval of the Board of Directors, who may delegate their approval authority to the President or any designated Officer for this purpose. The Association may mortgage real property only as permitted by Section 3.2.B of the Articles of Incorporation, which section is for this purpose incorporated herein by reference.

9.6 Use Fee. The Board of Directors shall be permitted to charge reasonable use fee(s) for use of recreational areas.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Common expenses shall include the cost of bulk rate basic cable television and other telecommunication services as approved by the Board and exterminating in the exterior of the individual Units and the Common Elements. Common expenses shall also include entertainment, social and recreational activities for the benefit of the Association members; provided, however, that in order for the Association to expend in excess of that budgeted for the year, the Board of Directors must obtain the approval of not less than two-thirds (2/3) of the voting interests of those members present and voting in

person and by proxy at a members' meeting.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit shall be liable for that share of the common expenses equal to each Owners' share of ownership of the common elements as stated in Section 6.2A of this Declaration. However, cable television charges shall be shared equally if and to the extent that the Condominium Act as amended from time to time requires so.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Nothing in this Selection 10.4 shall be deemed to reduce, forgive or abate any assessments due to the Association from an Owner at the time of his death, nor the assessments attributable to the Unit coming due after the Owner's death, all of which shall be fully due and payable as if the Owner had not died.

10.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the Common Elements or Association Property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by e Condominium Act.

10.6 Application of Payments Failure to Pay Interest Late Fees. Assessments and installments thereon paid on or before the date due shall not bear interest, but all Sums not so paid within ten days shall bear interest at the greater of 18% or the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payments), Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and paralegal and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any Claim of Lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The Claim of Lien is effective from and has

those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The Claim of Lien secures all unpaid assessments, applicable late fees, interest, cost and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act, except that all fines, and other sums owed under the account shall additionally be counted as "assessments" and subject to payment by purchasers at judicial auction.

B. Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including Court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the Claim of Lien unless prohibited by the Condominium Act from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a Receiver, which may be the Association, to collect the rent. Such Receiver shall be appointed pursuant to a Court Order in the foreclosure action. If some person other than the Association acts as Receiver, then the cost of the Receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgagee foreclosure action. In the event that assessments levied against any Owner or any installments thereof shall remain unpaid for thirty (30) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association surplus and, in the event said surplus is exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

10.10 Charges

A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. Charges for necessary repairs which, after statutory notice to the Owner, are unrepaired, shall be counted as assessments and subject to lien and foreclosure.

B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner, and for Charges due for prior owners. Multiple Owners are jointly and severally liable.

C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed

by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorney's fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

D. Collection of a Charge. The Association may bring an action to recover a money judgment or a foreclosure for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorney's fees.

SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS: ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

A. Common Elements and Association Property. All common elements and Association Property.

B. Limited Common Elements. All limited common elements, other than that which is referred to in Section 11.2.B. below to be the responsibility of the individual Owner or Owners.

C. Utility/Plumbing. All conduits, rough plumbing, ducts, wiring and other installations located within or outside of the Unit for the furnishing of utilities to more than one Unit, to the common elements, limited common elements maintained by the Association or to Association Property shall be the responsibility of the Association.

D. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.D, a building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order require compliance with this Section 11.1.D.

E. All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the association.

11.2 Unit Owner Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

A. Units. All Portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary to the extent that and when the Board does not elect for the Association to perform service and maintenance as provided for in Section 11.1.E above.

B. Specified Limited Common Elements. The Owner(s) of the Unit(s) to which limited common elements are appurtenant shall be responsible to maintain, repair and replace the following portions of limited common elements:

1. As to Balconies and Patios (Section 8.1.B above): The maintenance, care and preservation of only the floor covering and painting of the slab or floor covering, and the program of sealing as well as any enclosure or additions thereto.

2. As to Windows, Screens, Screen Frames, Hurricane Shutters and Doors (Section 8.1.D above):

(a) Maintenance, repair and replacement of the hurricane shutters or other hurricane protection is the responsibility of the Unit Owners. The Owner(s) of the Unit(s) shall be responsible for the replacement of all glass within the walls bounding the Units, including all windows, fixed or otherwise, glass and the stationary and sliding glass doors, frames, frame tracks, casings and operating mechanisms, and the replacement of all the stationary and sliding glass doors and entry and exit doors in the walls bounding the Units. Said Owner(s) shall be responsible for the maintenance, repair and replacement of all screens and screen frames in the walls bounding the Units.

(b) Impact Glass.

Each Unit within the Condominium may install impact resistant glass on all exterior windows and all stationary and sliding glass doors. Such impact resistant glass shall be governed by the following provisions:

(i) All impact resistant glass installed by unit owners on windows and stationary and sliding glass doors shall be made with impact resistant glass which meets or exceeds the standards of the most current version of the building code and shall be consistent with such guidelines and specifications as may be required by the Board of Directors from time to time and must be approved before installation.

(ii) The windows, stationary and sliding glass doors and all related components, including the frames, frame tracks and casings shall be deemed a Limited Common Element of the Unit.

3. As to Heating and Air Conditioning Units and Certain Electrical and Plumbing Lines, Fixtures and Outlets. The air conditioning/heating unit, including the handling equipment, compressor and all appurtenances and lines wherever situated and the concrete pad underneath serving each unit shall be the responsibility of the owner. In addition, said Owner(s) shall be responsible for the maintenance, repair and replacement of any electrical and plumbing lines, fixtures and outlets located in the common elements but which serve only one Unit.

C. Miscellaneous Covenants and Understandings of Each Owner.

1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).

2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.

3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties, for which the Association is responsible to maintain, repair and replace under this Declaration. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness or the Properties is adversely affected or damage might be caused to such Properties.

4. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

5. The Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by Association personnel at common expense.

11.3 Abandonment of Unit: The Association may enter abandoned units in accordance with Florida Statute, as same may be amended from time to time, and may secure the premises and make necessary repairs.

11.4 Maintenance Standards for Owners and Residents. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

A. Windows and Glass Doors. Broken or cracked glass shall be immediately repined for safety concerns as well as cosmetic reasons.

B. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall remain freshly painted at all times.

C. Painted Surfaces. Painted surfaces that show fading, peeling or blistered paint must be repainted so as to ensure a high quality appearance. Surfaces that are painted or stained shall be kept free of stains and discolorations of any kind.

D. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear worn, broken or inoperative. Shutters on the East side of the building must be removed after hurricane season, unless a hurricane warning is issued.

11.5 Alterations and Improvements by the Owners.

A. Unit Owner shall not make any addition, alteration, or improvement in or to the Common Elements, the Association Property, his Unit or Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within sixty (60) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor or subcontractor to perform the work and requiring the Unit Owner to obtain insurance naming the Association as additional insureds containing such limits, deductibles, terms and conditions as are determined by the Board in its sole discretion. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Condominium Association shall have the right to enter into a Unit at reasonable times upon reasonable advance notice in order to prevent damage to the other Units and/or to the Common Elements. Once approved by the Board of Directors, such approval may not be revoked. A Unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Condominium Association or this Declaration. The Condominium Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Condominium Association. Neither the Condominium Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Condominium Association arising out of the Condominium Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Condominium Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Condominium Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Condominium Association hereunder.

A. Architectural Standards. The following constitute architectural standards for the Condominium applicable to the Owners and residents. **THE FOLLOWING ARE THE ONLY PERMITTED ALTERATIONS AND IMPROVEMENTS AS REFERRED TO IN SECTION 11.4.A ABOVE, WHICH UNLESS OTHERWISE STATED, MUST RECEIVE THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS:**

1. Balcony/Porch.

(a) Balcony or porch enclosures must have the prior written-consent of the Board of Directors.

2. Shutters. The only type of shutter allowed is a hurricane shutter which shall be limited to the following: Panel and Accordion Shutters. The shutters must also meet the minimum standards of all applicable building codes for hurricane protection.

3. Windows. At no time shall aluminum foil be permitted on the inside or outside of the windows.

4. Screens. Screens outside of windows and doors must have the prior-written consent of the Board of Directors and must be of the style and color of those prevailing in the Condominium on the Effective Date of this Declaration.

5. Security System. Each Owner shall have the right to have his Unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electrical and/or electronic devices within the boundaries of the Unit shall be reasonably necessary to provide such service to the Unit. However, such installation shall not be installed outside the Unit and shall not interfere with others' use of the Condominium property.

6. Antennae. No antennae, even temporary installations, shall be permitted. Satellite dishes no more than one-meter in size are permitted on the patio, but shall not be placed on the roof or outside of the patio interior. The Board shall have the right to promulgate reasonable Rules and Regulations regarding energy efficiency and solar panels.

11.6 Alterations and improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements and Association Property which are approved by the Board of Directors. However, if the alteration or improvement is "material", then the alteration or improvement must be ratified by not less than two-thirds (2/3) of the voting interests of the membership of the Association present, in person or by proxy, at a meeting of the Association at which a quorum is present, in person or by proxy. The term "material" as used in this Section 11.5 means the following: To palpably or perceptively vary or change the form, shape, elements or specifications of a component from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

SECTION 12. USE RESTRICTIONS. The use of the Properties shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Occupancy of Units. Each Unit shall be used as a single-family residence only and no more than two (2) persons per bedroom shall be allowed to permanently reside in any one Unit. The use of a portion of a Unit as an office by an Owner or his tenant shall be allowed if such use does not create regular customer, client or employee traffic.

12.2 Occupancy of Units Pursuant to the Fair Housing Act. The Fair Housing Amendments act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt

from this prohibition if (a) at least eighty percent (80%) of the Units are occupied by at least one (1) person fifty-five (55) years of age or older per unit; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, the Association intends that Village Royale Greenbrooke will be a community which falls within this exemption to the Fair Housing Act (the "Exemption") and may therefore prohibit families with children nineteen (19) years of age or younger from residing in Village Royale Greenbrooke Condominium. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as hereinafter provided, (i) at least one occupant in each Unit in Village Royale Greenbrooke must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

12.3 Board Discretion. The requirements for exemption contemplate that up to twenty percent (20%) of the Units may be occupied by persons all of whom are under the age of fifty-five (55) without loss of exemption. Accordingly, the Board, upon application by an Owner, tenant, Purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in occupancy of other Units in Village Royale Greenbrooke, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Units; other known prospective changes in occupancy of Units for whatever reasons; proximity to age fifty-five (55) of those occupants of other Units in Village Royale Greenbrooke then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Units becoming occupied only by persons under the age of fifty-five (55). However for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including but not limited to, insuring that not more than twenty percent (20%) of the Units in Village Royal Greenbrooke are occupied only by individuals under the age of fifty-five (55).

12.4 Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five (55) to insure that the Board does not permit more than twenty percent (20%) of the Units in Village Royale Greenbrooke Condominium to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph E hereof limiting the number of days the children nineteen (19) years of age or younger may stay in a Unit are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29 (e), Florida Statutes, regarding registration of Village Royale Greenbrooke with the Florida Commission on Human Relations and submitting a letter to said commission regarding Village Royales' compliance with said Section 760.29, Florida Statutes, as amended.

12.5 Owner Responsibility. No Owner may lease or sell his Unit unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age-verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A hereof, but not if more than twenty (20%) percent of the Units will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Unit (e.g. a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age

or older, the Owner must immediately notify the Association of said change in writing.

12.6 Children. As long as Village Royale Greenbrooke falls within the Exemption, no children nineteen (19) years of age or younger shall be permitted to reside in any of the Units, except for a period of time not to exceed a total of sixty (60) days per calendar year. In addition, children will be allowed to play only in those areas of Village Royale Greenbrooke Condominium designated from time to time by the Association. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of the Association that Village Royale Greenbrooke Condominium falls within the Exemption so that persons nineteen (19) years of age or younger will be prohibited from residing within Village Royale Greenbrooke, no representations or warranty is given that Village Royale Greenbrooke will comply with the Exemption, and in the event for any reason it is determined that Village Royale Greenbrooke does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children nineteen (19) years of age or younger, the Association shall have no liability in connection therewith.

12.7 Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

12.8 Pets-Limitation on Prohibition. The Condominium Association, whether acting through its Board of Directors or otherwise, shall impose limitations on pets in accordance with the Rules and Regulations of Village Royale Greenbrooke Association, Inc. as may be amended from time to time by the Board. No pets shall be maintained or kept in any of the Units or the common elements other than tropical fish and such birds as canaries and parakeets.

12.9 Vehicles.

A. In order to maintain the high standards of the properties with respect to residential appearance, the following vehicles ARE PERMITTED to be parked in or around the properties of Village Royale Greenbrooke Condominium:

1. Passenger automobiles equipped with original automobile manufacturer's factory design passenger bodies and station wagons.

2. Passenger vans, including mini-vans, that are not a commercial vehicle as defined below; which contains windows on the rear of a vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating; and are no longer than 220 inches in length (bumper to bumper) and no wider than 80 inches, not including mirrors.

3. Jeeps, Samaris, Broncos, Wagoneers, Range Rovers, Blazers or other similarly designed passenger vehicles used by the owner as their primary mode of transportation and no wider than 80 inches, not including mirrors.

4. A pick-up truck is permitted as long as it is no longer than 220 inches in length (bumper to bumper) and no wider than 80 inches, not including mirrors; has a one ton or less carrying capacity; with a covered or uncovered bed (within listed regulations below); is used by the owner as his/her primary transportation vehicle and is not in violation of any items listed below in the prohibited section.

5. Items in the bed/back of the pick-up truck must be covered either by a proper truck

cap, placed in a tool box, or neatly covered with a proper tarp.

B. In order to maintain the high standards of the properties, the following vehicles ARE STRICTLY PROHIBITED from being parked or stored in or around the Common Elements of Village Royale Greenbrooke Condominium:

1. All vehicles including pickup trucks and/or vans longer than 220 inches in length (bumper to bumper) and wider than 80 inches. Also, no SuperCabs are allowed.

2. Commercial vehicles, (including automobile, vans trucks, etc. used for commercial purposes) conversion van and enclosed vans unless approved by the Board of Directors.

3. Other prohibited vehicles or items include: agriculture vehicles; dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles are defined above in this document; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached to the truck chassis; motor homes or motor houses; boat and boat trailers; motor vehicles that are eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires.

C. The following additional regulations apply:

1. All motor vehicles driven or parked on Condominium grounds by owners and renters must be approved and registered the Board of Directors.

2. Vehicles must be parked head-in, only, completely to bumper stops.

3. No motor vehicles, including moving vans, shall be parked at any time on the grass/swales within Condominium grounds (except for landscaping equipment at the direction of the Board of Directors).

4. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

5. No repairs (including changing of oil) of a vehicle shall be made on Condominium grounds except for minor repairs necessary to permit removal of a vehicle.

6. Use of water hoses or water outlets to fill water tanks such as pressure cleaners, etc., by residents and non-Condominium residents is strictly prohibited.

7. Any Owner, tenant, or guest whom will be leaving an unattended vehicle in the parking lot for longer than seven (7) days must deposit a key with the Association office for use in the event of an emergency.

8. Any violations of the above will be subject to tow by the Association's Board of Directors or designated representatives without further notice to the vehicle owner and at vehicle owner's expense.

GRANDFATHER CLAUSE: If you currently have a vehicle that is prohibited by the above specifications it may be grandfathered in with the following conditions: vehicle must already be registered with the association and vehicle owner must be an owner or approved tenant of Village Royale Greenbrooke Condominium. Once the vehicle is sold or otherwise disposed of it may only be replaced by an approved vehicle.

The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exception to the above restrictions for fair housing purposes.

D. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the Costs and/or Charges, which shall be collectible by the Association as Charges are collected under this Declaration,

E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12.4 by Injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.4.

12.10 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding properties. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. No Unit Owner shall play (or permit to be played, in his Unit or in the Limited Common Elements or Common Elements) any musical instrument, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. No vocal or instrumental practice is permitted during the hours from 10:00 p.m. through 9:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium Property.

12.11 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning, ordinances and regulations of

all governmental bodies having jurisdiction thereover shall be observed. Notwithstanding the foregoing, and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Condominium Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No Owner shall permit any use of his Unit or make any use of the common elements that will increase the cost of insurance upon the Condominium property.

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes.

12.12 Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving Day and January 31 only, and in compliance with any regulations of the Condominium Association promulgated with respect thereto, the use and nature of all exterior lights and exterior electrical outlets must be first approved in writing by the Condominium Association.

12.13 Use of Balconies or Porches.

A. Nothing shall be placed in or on the terraces, balconies, porches or lanais that could fall or cause injury.

B. Beginning with a hurricane watch and ending when the storm danger is passed all movable objects shall be cleared from balconies and porches. Furthermore, Owners and occupants must remove all furniture, movable objects from terraces, balconies, porches and lanais prior to their leaving for the season or for any extended period. Any Owner who fails to abide by the foregoing shall entitle the Association to enter upon the balcony or porch and remove same, whereupon the Association shall levy a Charge against the Owner concerned, which Charge shall be collectible as Charge are collected under this Declaration.

C. No laundry, bathing suits, towels, carpets or other items shall be hung or displayed on or from any balcony or porch.

D. Interior Hallways. All doors between and for units and interior hallways shall be kept closed at all times when not being used for ingress or egress. Screens or screen doors on entrances between units and interior corridors are prohibited unless specifically authorized by the Association.

12.14 Use and Care of Commonly Used Areas.

A. Public passage ways and stairways shall not be obstructed nor used for any purpose other than for ingress to or egress from Units and common elements and Association property. Bicycles, shopping carts, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in public areas within the common elements and Association property. Clothing items, umbrellas, umbrella stands, clothes racks, toys, furniture, works of art and any other item of personal property shall not be placed in the hallways or in front of service doors or in any other commonly used areas in the Condominium.

B. No garbage or trash containers, supplies, milk containers or other articles shall be placed in passage ways, hallways or stairways.

C. The Board shall have the authority to promulgate reasonable rules regarding the use of barbecues from time to time.

12.15 Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units. Exceptions: The following shall not violate this Section 12.9:

A. Official notice of the Association.

12.16 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units.

Provisos. Notwithstanding the foregoing to the contrary:

A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.

B. The practice of leasing Units shall not be considered as a business activity under this Section 12.10.

C. The business of operating the Association shall not be considered as business activity under this Section 12.10.

12.17 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except into a designated container for trash. The kitchen disposal unit is to be used for all food waste that can be crushed or grounded. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by the Association and shall not be placed into the trash chute. Bulk trash shall never be allowed to remain in any of the public areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

12.18 Use of Units in Absence of the Owner or Occupant; Guest Use.

A. The only Guests which may occupy a Unit in the absence of the host (Owner or tenant) are Related Guest; no other Guests may do so. Notwithstanding the definition of "occupy" in Section 3.21 above, "occupy" in this Section 12.12.B means use of the Unit for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative. No such Related Guest shall occupy a Unit unless the provisions of Section 12.12.A above are met. This Section 12.12.B shall not preclude the use of the Unit by persons or firms providing service to the Unit, so long as the provisions of Section 12.12.A of this Declaration are met. Refer to Section 12.16 below for use by household employees. Guests may not remain on the premises for more than 14 consecutive days or 30 cumulative days in a year without the express approval of the Board, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests.

B. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question.

12.19 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by

hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

SECTION 13. LEASING OF UNITS. An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Section 13. Reference to "leasing" in this Section 13 shall also include rental. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in Section 13 as a "Transfer". The Board of Directors shall have the right to promulgate rules, including applicant and tenant screening standards, from time to time and in their discretion.

13.1 Procedures.

Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval. The Board of Directors shall obtain a criminal background check and/or credit check and may require tenants and/or purchasers to submit to an interview with the Board.

A. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

In addition to the foregoing, the Condominium Association may require that a prospective lessee of a Unit deposit with the Association an amount equal to one month's rent, as security (and not as an application against the last month's rent required to be paid under the lease), which the Condominium Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes.

B. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

4. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association.

5. The prospective lessee or other intended occupants have been arrested and/or charged with a crime;

6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;

8. The lessee(s) or intended occupants have had a prior eviction filed or owe money to a previous landlord.

9. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

10. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

C. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

D. Unapproved Transfers. Any Transfer which is not approved, or which disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 13 be violated.

E. Application Form. The Association vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 13. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

F. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13; in the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term. The

Association shall perform annual background checks on all tenants over the age of 18 at the time of renewal.

13.2 Limitation on Lessee. Leasing shall be limited to a natural or natural persons in his/their individual capacity/capacities only, such that no Unit shall be leased to a corporation, partnership, trust, trustee or commercial organization.

13.3 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

B. The parties recognize that the Association, as agents for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

13.4 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

13.5 Frequency of Leasing. No lease shall be made more often than once in each calendar year.

13.6 Section 8: Units may not be registered, offered, or leased as Section 8 Housing under the U.S. Department of Housing and Urban Development Housing Choice Voucher Program or similar Florida Housing subsidy programs. Pre-existing Section 8 Tenants (approved and residing in the community prior to January 31, 2016) are grandfathered in and may continue to lease the current unit until which time they move out of the unit. Notwithstanding, the Board maintains the right to approve all lease renewals for Section 8 tenants based on all other provisions set forth in this Declaration.

SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

A. General. Each condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the

only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as coowners.

C. Ownership by Corporations, Business-Names Partnerships or by Trusts. A Unit may be owned by a corporation, business-named partnership or by a trust (the foregoing hereinafter collectively referred to as the "Entity") if approved in the manner provided for under Section 14.2 of this Declaration. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of the Entity under this Section 14.2 shall be conditioned upon designation by Entity, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Entity. All references to Owner or member in the Condominium Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights with respect to the Unit owned by the Entity, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Entity of any of its responsibilities and obligations under the Condominium Documents or Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the articles of incorporation or by-laws of the corporate Owner, contained in any partnership agreement of the partnership, or in the trust agreement with respect to the trust as Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Entity subject to the provisions of Section 14.2 of this Declaration.

14.2 Transfer of Ownership of Units.

A. Transfers Subject to this Section 14.2

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors,

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.

3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 14.2.B below.

The foregoing is sometimes referred to in this Section 14 as a "Transfer".

B. Procedures.

1. Notice to Association.

(a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser(s) or

donee(s) and his/her spouse and other intended occupants, as a condition of approval.

(b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrumental evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(c) Demand. With the notice required in Sub-section (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or the transferee along with and at the same time as the provision of the Sub-section (1)(a) notice.

(d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchase, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for the Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. The Board of Directors shall obtain a criminal background check and/or credit check and may require purchasers to submit to an interview with the Board. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval to the transferee.

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

(iii) The application for approval on its face indicates that the person seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restriction applicable to the Condominium and/or the Rules and Regulations of the Association;

(iv) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;

(v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or. Rules and Regulations of the Association, by his conduct in this Condominium as tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or

(vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.

(b) Without Good Cause. If the Board disproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2(B)(1)(c) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(c) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.3 General Provisions.

A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belonging by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.

B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchaser or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, new owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14; in the amount not to exceed the maximum

allowed by applicable law from time to time.

D. Certain Exceptions. This Section shall not require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale,

1. Proviso. This Section 14.3.D shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

SECTION 15. INSURANCE. In order to adequately protect the Properties required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions.

15.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, and by the insurance guidelines as published from time to time by FNMA, the Association may self-insure. All insurance policies must be written by an insurance company having an agent in Broward or Palm Beach County, Florida.

15.2 Required Coverage. Subject to the exclusions in Section 15.3 below: The Association shall use its best efforts to maintain adequate insurance covering all of the Properties, in an amount determined annually by the Board of Directors, such insurance to afford the following protection:

A. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract. The foregoing shall include flood insurance if reasonably commercially available.

B. Liability. Premises and operations liability for bodily injury and property damage in minimal amounts of \$100,000-\$300,000 or in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.

C. Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

D. Statutory Fidelity Bond. A minimum of that required by the Condominium Act, per person having access to Association funds.

E. Directors and Officers Liability Insurance. To the extent available, the Association shall purchase insurance to protect the persons referred to in Article VII of the Articles of Incorporation.

15.3 Exclusions from Required Coverage. Notwithstanding any provision to the contrary in Section 15.2 above or in any other provision of this Declaration, the Association shall not be obligated to carry the following property insurance coverage:

A. Unit wall, floor and ceiling coverings, regardless of whether they were installed by the Developer.

B. Any electrical fixtures located within a Unit and which serve that Unit only

C. Any appliances and built-in cabinets within the Units.

D. Any air conditioning or heating equipment located within the Units or servicing only an individual Unit.

E. Water heaters located within the Units.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interests of the Association and the Owners

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon written request.

15.6 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and shall be chargeable as common expense and shall be assessed against and paid by each of the unit owners in proportion set forth and provided for in Section 6.2A of this Declaration including, without limitation, the Association's share of any insurance premium pursuant to any shared, group or pooled insurance arrangement(s) or agreement(s) between this Association and one or more other condominium associations and/or the VRG Owners League, Inc., and the Association's share of any deductible (including, without limitation, aggregate or minimum deductibles) under such shared, group or pooled insurance arrangement(s) or agreement(s) shall also be a common expense of the Association and paid by each of the unit owners in proportion set forth and provided in Section 6.2A of this Declaration if so provided under the shared, group or pooled insurance agreement(s) or arrangement(s). Such shared group or pooled insurance arrangement(s) or agreement(s) may provide that the Association be responsible for a share, in such proportion as provided in the arrangement or agreement, of any specified deductible(s) applicable thereto notwithstanding whether the damage or loss was incurred, in whole or part, by or to another condominium or to property other than the property of this Condominium including property owned or operated by the VRG Owners League, Inc. Association shall also pay its share of the insurance on the recreation area pursuant to the provisions of the Recreational Trust Agreement.

15.7 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.

15.8 Insurance Proceeds. All insurance policies purchased solely by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse them in trust for the purposes stated in this Declaration and for the benefit of the Owners and their respective mortgagees in the following shares:

A. Common Elements and/or Association Property. Proceeds on account of damage to common elements and/or Association Property shall be held in as many undivided shares as there are

Units, the shares of each Owner being the same as his share in the common elements.

B. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the actual damages paid by the insurance company for each Unit.

C. Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit(s), except as otherwise provided in this Sections 15 or Section 16 below. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.9 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs.

1. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed and made payable jointly to the Owners and their mortgagees. This is a covenant for the benefit any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that if has the right to require application of the insurance proceeds to the payment of its mortgage debt.

15.10 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Properties.

15.11 The Owners. The Owners must have insurance upon their personal property and for their personal liability and living expense and for any other risks not otherwise insured by the Association in accordance with this Section 15. The Owners may at their option purchase insurance for Properties which are also insured by the Association under this Section 15. Insurance purchases by the Owners under this Section 15.10 shall be so purchased at their own expense.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Properties is damaged by casualty, whether and how same shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the Owner(s) of the damaged Unit(s) as provided for in Section 15.7 above, and to the Owner(s)' mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit

and may be enforced by the mortgagee. The remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Owner(s) of the damaged Unit(s) shall thereupon be responsible for reconstruction and repair.

16.2 Damage to Common Elements and Association Property - Less than "Very Substantial". Where loss or damage occurs to the common elements, limited common elements and/or Association Property, but the loss is less than "very substantial" as defined in Section 16.3 below, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by loss, and the following procedures shall apply:

A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

B. If the proceeds of insurance and available reserves are insufficient to pay the cost of repair and reconstruction of the common elements and/or Association Property, the Association shall promptly, upon determination of the deficiency, either utilize existing available funds of the Association; or if necessary or desirable, levy special assessment against all Owners for the deficiency. Notwithstanding any other provision in this Declaration to the contrary, such special assessment need not be approved by the Owners. The special assessment shall be added to the funds available for repair and restoration of the property. Notwithstanding the foregoing, if the Association has entered into a shared, group or pooled insurance arrangement(s) or agreement(s) with one or more other condominium associations and/or VRG Owners League, Inc., and has agreed pursuant thereto to share in the cost of any deductible, including an aggregate and/or minimum deductible, then the Association's share of such deductible, as agreed to be the Association, shall be a common expense of the Association and payable by the unit owners in the proportion set forth in Section 6.2A of this Declaration hereto, notwithstanding whether such deductible is applicable to any loss or damaged incurred to or by another condominium and/or to property owned or operated by the VRG Owners League, Inc.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean:

A. With respect to the entire Condominium, that two-thirds (2/3) or more of the apartment Units are or have been rendered untenantable by casualty loss or damage; and/or

B. If two-thirds (2/3) or more of all apartment Units are not or have not been rendered untenantable by casualty loss or damage, then with respect to at least one separate and discrete apartment Building within the Condominium, that three-fourths (3/4) or more of the apartment Units in such discrete and separate apartment Building are or have been rendered untenantable by such casualty loss or damage.

16.4 Determination Whether to Reconstruct - Entire Condominium. Should "very substantial" damage occur as defined in Section 16.3.A above, then:

A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

B. A membership meeting shall be called by the Board of Directors to be held not later than ninety (90) days after the Board has obtained the estimates referred to in Section 16.4.A above and has then accurate and current mailing addresses for at least 95% of all Owners, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the

following:

1. The Condominium shall be restored or repaired unless ninety percent (90%) of the voting interests of the membership shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in either of which cases the Condominium shall be terminated.

2. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, then unless the Condominium is terminated pursuant to the provisions of Section 16.4.B.1 above, the Association, through its Board of Directors, without the need for the membership approval, shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the property. Notwithstanding the foregoing, if the Association has entered into a shared, group or pooled insurance arrangement(s) or agreement(s) with one or more other condominium associations and/or VRG Owners League, Inc., and has agreed pursuant thereto to share in the cost of any deductible, including an aggregate and/or minimum deductible, then the Association's share of such deductible, as agreed to be the Association, shall be a common expense of the Association and payable by the unit owners in the proportion set forth in Section 6.2A of this Declaration, notwithstanding whether such deductible is applicable to any loss or damaged incurred to or by another condominium and/or to property owned or operated by the VRG Owners League, Inc.

3. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Owners.

16.5 Special Additional Provisions Regarding Apartment Buildings Damaged by Casualty.

A. All Insurance proceeds reasonably attributable to the damage or destruction to each apartment Building shall be first used for the reconstruction and repair of the particular Building.

B. Should "very substantial" damage occur as defined in Section 16.3.B above, then:

1. The Board of Directors shall promptly obtain reliable and detailed estimates of the costs of repair and restoration of the particular Building.

2. A membership meeting shall be called by the Board of Directors to be held not later than ninety (90) days after the Board has obtained the estimates referred to in Section 16.5.B.1 above and has then accurate and current mailing addresses for at least 95% of all Owners, to determine the opinion of the entire membership with reference to termination of the condominium regime as to the separate building, subject to the following:

(a) The Condominium shall be restored or repaired unless ninety percent (90%) of the voting interests of all members of the Association shall vote for termination of the condominium regime as to the separate Building, or unless the then applicable zoning or other regulator laws will not allow reconstruction of the same number and general type of Units, in either of which cases the condominium regime shall be terminated as to the particular Building only.

(b) If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be

required, then unless the Condominium regime is terminated as to the particular Building only, the Association, through its Board of Directors, without the need for membership approval, shall levy such assessment and shall proceed to negotiate and contract for the necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the Building property. Notwithstanding the foregoing, if the Association has entered into a shared, group or pooled insurance arrangement(s) or agreement(s) with one or more other condominium associations and/or VRG Owners League, Inc., and has agreed pursuant thereto to share in the cost of any deductible, including an aggregate and/or minimum deductible, then the Association's share of such deductible, as agreed to be the Association, shall be a common expense of the Association and payable by the unit owners in the proportion set forth in Section 6.2A of this Declaration, notwithstanding whether such deductible is applicable to any loss or damaged incurred to or by another condominium and/or to property owned or operated by the VRG Owners League, Inc.

16.6 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from the insurance proceeds. If there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Owners, except as otherwise provided in Section 15 or 16 of this Declaration.

16.7 Equitable Relief. In the event of damage to the common elements which renders any Unit untenable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the untenable Unit may petition a Court for equitable relief which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the expiration of the ninety (90) day periods referred to in Sections 16.4.B and 16.5.B.2 above and the work completed within twelve (12) months thereafter.

16.8 Plans and Specifications. Any reconstruction or repairs must be made substantially in accordance with the Plans and Specifications for the original Building and improvements; or otherwise according to different plans and specifications approved by the Board of Directors, if the Board obtains the vote of not less than three-fourths (3/4) of the voting interests of the membership.

16.9 Termination. In the event of termination of the condominium regime as to a particular Building or with respect to the entire Condominium, the provisions of Section 18 below shall apply.

SECTION 17. CONDEMNATION OR EMINENT DOMAIN:

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be

continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

C. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the common elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the common elements and shall be placed in condition for use by some or all Owners in a manner approved by the Board of Directors.

C. Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of Owners. This shall be done by restating the shares of continuing Owners in the common elements as percentages of the total of the

numbers representing the shares of these as they existed prior to the adjustment.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Owners in the common elements after the changes affected by the taking.

E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one qualified appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any Court or competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements and Association Property. Awards for the taking of common elements and Association Property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

17.8 Amendment of Declaration. Any changes in Units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment need be approved only by a majority of all Directors. The consents of the Owners or lien holders is not required for any such amendment.

17.9 Priority-Conflict. In the event of any conflict between Section 16 and this Section 17, the provisions of this Section 17 shall control and govern.

SECTION 18. TERMINATION.

This Condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time. However, the written consent of the lessor under the Recreational Trust Agreement shall also be required.

In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association, and all institutional mortgagees, and the Lessor under the Recreational Trust Agreement, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable under the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

18.1 Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase, shall be delivered by personal delivery,

or mailed by certified mail or registered mail to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between each seller and his purchaser.

18.2 Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by arbitration in the courts with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

18.3 Payment. The purchase price shall be paid in cash. There shall be no assessment of the individual condominium owners for the purpose of raising any such cash, except with the approval at a dually constituted meeting of at least ninety (90%) percent of the condominium owners to be so assessed.

18.4 Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

18.5 Amendment to Section 18. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.

19.1 Duty to Comply, Right to Sue.

A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Acts, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:

1. The Association;
2. An Owner;
3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
4. Any tenant leasing a Unit, and any other invitee occupying a Unit.

B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a Court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.

C. The Association shall also have any other remedies provided for in the Condominium Documents and Law.

D. The mandatory non-binding arbitration procedures of F.S. 718.1255 (1991), as amended

from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

19.2 Association Notice to Correct. In the event that any Owner shall fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owner and residents; or should any Owner violate Section 11.2, 11.3 or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:

1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction, in which case the Board shall provide statutory notice, and the cost for repair shall be an Assessment, which may be subject to lien and foreclosure.

2. The thirty (30) day notice shall not apply to Section 19.3 below.

19.3 Negligence; Damage Caused by Condition in Unit; Owner Non-Compliance. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association Property made necessary by his act, inaction or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance.

The Condominium Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, to enforce its Collateral Assignment of Rents and to charge the Owner for the sums necessary to do whatever work is required to put the Owner or Unit in compliance, provided, however, that nothing contained in this section shall authorize the Condominium Association to enter a Unit to enforce compliance, unless the Unit has been abandoned, as defined by Florida Statutes.

If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

19.4 Association's Access onto the Properties. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units:

A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is gated to protect, maintain, repair and replace.

B. For the purposes of preventing damage to the common elements or to a Unit or Units.

C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

To facilitate such entry, each unit Owner shall deposit under control of the Association, a key to such condominium unit.

19.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, employees, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, employees, etc. or any occupants of their Units.

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' and Paralegal Fees. Except and to the extent otherwise provided in F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, lessees, servants, etc. or any occupants of the Unit) or the Association to comply with the Condominium Documents, or the Rules and Regulations; as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceeding and attorneys' and paralegal fees (including appellate attorneys' and paralegal fees).

19.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or Law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or Law or in equity.

19.9 Eviction of Tenants and Occupants. Except and not to the extent otherwise provided in or barred by F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. If lessees and/or permanent occupants shall be in non-compliance with any of the Condominium Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Condominium Documents and therefore a breach of the lease. The Association on behalf of the lessor/Owner may terminate the lease, and re-enter and re-take possession of the Unit for and on behalf of the lessor/Owner, after providing the notices required by

Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the unit for and on behalf of the lessor/Owner, upon the expiration of thirty (30) days after the Association mails notice of such intent to the lessor/Owner. The Association then has the right to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter.

SECTION 20. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

20.1 Amendments to the Declaration. Written consent of certain mortgagees of a Unit shall be required for certain amendments to this Declaration; refer to Section 21.5 below for same.

20.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.8.A above.

20.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

20.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.5 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Any condemnation or casualty loss that affects a material portion of the Condominium or any Unit.

D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.

F. Notice of Association meetings.

20.7 Access. All Institutional Mortgagees shall specifically have a complete right of access to all of the Common Elements and Association Property, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan. Any Institutional Mortgage shall be entitled to attend meetings of the Association.

20.8 Priority. All provision of an institutional mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

20.9 Presumption. Where an institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents be deemed to be an institutional first mortgage.

SECTION 21. AMENDMENT OF DECLARATION.

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

21.2 Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, if is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Condominium Documents, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than twenty (20%) percent of the voting interests of those members present and voting at a members' meeting. If less than a quorum is in attendance, and eighty percent (80%) of those in attendance vote to waive the quorum requirement, it is so waived. If the

amendments were proposed by a written petition signed by the Owners pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amended was duly adopted as an amendment to the Declaration which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. If the written consent procedure is used, the consents of the Owners need not be recorded, so long as the Certification of Amendment executed by the officer of the Association attests to the execution of a sufficient number of consents to pass the amendment in question. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County.

21.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

B. No amendment shall diminish or impair any rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any mortgagees unless the particular mortgagees(s) shall join and consent in the execution of the amendment.

C. No amendment shall be made which falls under F.S 718.110(4) unless the members' vote and the approvals required therein are obtained.

SECTION 22. MISCELLANEOUS PROVISIONS.

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

22.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

A. The Condominium Act which applies.

B. The Corporate Acts which apply.

C. Other Florida Statutes which apply.

D. This Declaration.

E. The Articles of Incorporation.

F. The By-Laws.

G. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

22.3 Interpretation; Construction. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

22.4 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

22.5 Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Condominium Documents.

22.6 Gender; Plurality. Whether the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

22.7 Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

22.8 Covenant Running with the Land. All Provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, guests and invitees to the Properties. To the extent applicable the said covenants shall also inure to the benefit of all parties to those lease agreements attached hereto as Exhibit "E". None of the provisions contained in the Condominium Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

SECTION 23. EFFECTIVE DATES. The Effective Date of the provisions of this Amendment and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of the County. Provided however, that to the extent that any provision in this Declaration contains a use restriction which is in effect the same or similar to that contained in the Original Declaration or any amendment to the Original Declaration, then the Effective Date of such use restriction is the date of recording of the Original Declaration or amendment, as applicable. Further provided however, that if an earlier Effective Date is referenced in this Declaration, then that earlier date shall control as the effective Date.

SECTION 24. RECREATIONAL TRUST AGREEMENT.

Association shall contribute its proportionate shares of the monies required for the maintenance and operation of the community facilities as required under the Recreational Trust Agreement attached as Exhibit "E". Said proportionate shares shall be arrived at by totaling the annual expenses to operate and maintain the community facilities, being those facilities covered by said Recreational Trust Agreement, first dividing same by 12, and then dividing the quotient by the total number of Units in the complex known as Village Royale on the Green, which is 880. The last quotient shall then be multiplied by the number of condominium units in this condominium, the result being the proportionate obligation of Association for each month until recomputed.

NOT A CERTIFIED COPY

Exhibit "A"

**MERGED
AMENDED AND RESTATED BY-LAWS
OF
VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC.**

(merged through January, 2016)

Section 1. GENERAL. These are the Amended and Restated By-Laws of VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

WHEREAS, the Declaration of Condominium for **Village Royale Greenbrooke Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2144 at Page 651; and Amended Declarations of Condominium for Village Royale Greenbrooke Association, Inc., have been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 3509 at Page 0362 and Book 17244 at Page 0378 and Book 16967 at Page 0911 and Book 5539 at Page 812; and Book 2144 at Page 651;

All prior By-Laws, with amendments thereto, are hereby revoked and superseded in their entirety.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Declaration of Condominium of Village Royale Greenbrooke Association, Inc. and in the Amended and Restated Articles of incorporation shall apply to terms used in these By-Laws.

Section 2. MEMBERSHIP AND VOTING RIGHTS

2.1 Qualifications. Subject to the provisions of Section 14.1.C of the Declaration: The members of the Association shall be the record owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation.

2.2 Change in Membership. Subject to the provisions of Section 2.1 above: A change of membership shall be established and become effective by recording in the Public Records of the County, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

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2.4 Voting Interests: Votes. The members of the Association are entitled to one (1) vote for each apartment Unit owned by them. The vote of a Unit is not divisible.

If a Unit is owned by one natural person, his right to vote shall be established by a record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record Owners and established by a certificate signed by the record owners of the Unit. Votes may be cast for Units owned under a trust arrangement, by the Primary Occupant if there is one so designated, and if not, by any trustee designated by a Certificate signed by all trustees. Votes may be cast by Units owned by a business-named partnership by the Primary Occupant if there is one so designated, and if not, by any general partner designated by a certificate signed and sealed by all partners. Votes may be cast by Units owned by a corporation by the Primary Occupant if there is one so designated and if not, by any officer of the corporation and designated by a certificate signed and sealed by the President of the Corporation. Votes may be cast for Units owned by an estate in probate by any personal representative of the estate as such designated by a certificate signed by all personal representatives. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. Votes may be cast in person or by proxy, except as otherwise provided in Section 4.2 below. Said certificate shall be valid until revoked or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast a vote of a Unit may be revoked by any owner thereof. All such certificates must be filed with the Secretary of the Association to be valid.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

2.6 Electronic Voting: In the event the Board shall implement electronic (online) voting, it shall be the duty of the board to obtain a written consent from each member opting into online voting, which shall be valid until revoked, and the Board must follow the requirements listed below:

- i. Each member will be provided with a method to authenticate the member's identity through the online voting system.
- ii. 14 days prior to each voting deadline, each member's electronic device will be checked to ensure successful communication with the online voting system.

The online voting system that the Association uses will:

- iii. Authenticate each member's identity.
- iv. Authenticate the validity of each electronic vote to ensure that it is not altered in any way after submission.
- v. Transmit a receipt from the online voting system to each member who casts such vote.
- vi. In the case of a secret election, permanently separate any authentication or identifying information from the electronic election ballots.

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ii. Store and keep electronic ballots accessible to election officials for recount, inspection and review purposes.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County each year at a day, place and time designated by the Board of Directors, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during December through March. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof. Boards or committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be promptly called by the President upon the President's or Secretary's receipt of a written petition signed and dated by at least twenty-five (25%) percent of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting. Boards or committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this section 3.3.

B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interest of the Owners.

3.4 Court-Ordered Meeting. The Circuit Court of the County may, after notice to the Association, order a meeting of the members to be held:

A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or

B. On application of a member who signed a demand for a special meeting valid under section 3.2 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's Secretary or president; or

2. The special meeting was not held in accordance with the notice. The Court may fix the time and place of the meeting, determine the members entitled to participate in the meeting specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members Meetings.

A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.

B. Annual and Special Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association. Notice of meetings (except membership meetings to recall board members) may be given by electronic transmission to Members who consent in writing to receive notice by electronic transmission. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) day, prior to the date of the meeting, and must also state the intended agenda for the meeting.

1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association Property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

C. Waiver of Notice.

1. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.

2. A member's attendance at a meeting, either in person or by proxy:

(a) Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.6 Members' List for Meeting.

A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical

list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.

D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.

E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the Circuit Court of the County of application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.7 Proxies. A Proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxies shall be used for elections. No proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the Secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirement of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which cast the proxy shall be voted in the manner determined by resolution of the Board.

Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy.

A. Election of Directors. Notwithstanding the foregoing to the contrary, except as otherwise

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permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors.

3.8 Association's Acceptance of Votes.

A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.

B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:

1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;

2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

4. The name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or

5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all co-owners.

C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.

E. Corporate action based on the acceptance or rejection of a vote, consent, waiver or proxy appointment under this Section 3.9 is valid unless a Court of competent jurisdiction determines otherwise.

3.9 Vote Required, Membership Participation. If a quorum exists, action on a matter (other

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than the election of Directors) by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, but shall not be permitted to speak for more than three minutes for matters that are on the meeting agenda and two minutes on matters that are not on the agenda. The Board shall be permitted to adopt reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the Meeting determine so. An Owner shall have the right to tape record or videotape a members' meeting, subject to any applicable administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at Owners' meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.10 Quorum; Ballot Return.

A. Annual and Special Members Meetings. The quorum for the annual and special members' meetings shall be twenty percent (20%) of the voting interests of the entire membership of the Association, except that, if less than a quorum is attendance, and eighty percent (80%) of those in attendance vote to waive the quorum requirement, it is so waived. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

B. Election Meeting. Not less than twenty percent (20%) of the eligible voters must cast ballots in order to have a valid election.

3.11 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.12 Order of Business. The order of business at members meetings shall be substantially as follows:

Call to order by the President (or other Officer in the absence of the President)

- A. Election of chairman of the meeting
- B. Call of the roll or certification of quorum
- C. Proof of notice of meeting or waiver of notice
- D. Minutes of last members meeting - read or waive reading
- E. Reports of Officers

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- F. Reports of Committees
- G. Election of Directors (where appropriate)
- H. Unfinished Business
- I. New Business
- J. Adjournment

3.13 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

3.14 Action by Members Without a Meeting. Owners may take action by written agreement without a meeting, as long as written or, as relevant, electronic notice is given to the Owners in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on unless that notice is waived as provided in these By-Laws. The decision of a majority of the Owners, or a larger percentage vote as otherwise may be required by the Condominium Act, or the Condominium Documents (the decision to be evidenced by written consent to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members, which shall in no event be later than sixty (60) days from the date of the first written consent. This Section 3.14 shall not apply to the election of Directors.

Section 4. BOARD OF DIRECTORS: COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by Law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Terms of Service.

A. **Number.** The number of Directors which shall constitute the whole Board of Directors shall be no less than three (3) persons; which number may be established by the Board of Directors from time to time.

B. **Terms.** At all election meetings, each Director shall be elected to serve for a term of one (1) years until his successor is duly elected, unless he sooner resigns or is recalled.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional

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Directors if desired. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Secretary by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate.

Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all Owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. The determination of which Director receives which term shall be determined based on the number of ballots cast, such that the candidates receiving the most ballots cast shall obtain the longer terms. A newly elected Director shall office immediately upon the adjournment of the election and annual meetings.

A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled by the Board before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

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A. By Written Agreement. If a proposed recall is requested by written agreement, a separate agreement is required for each member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.

4.5 Vacancies on the Board.

A. A Vacancy Other than in Connection with Recall, If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy In Connection with Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors.

2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules.

3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.

4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.

4.6 Meetings of the Board of Directors.

A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.

B. Regular Meetings. Regular meetings of the Board of Directors may be held and such time and place as shall be determined, from time to time, by a majority of the Directors and must be held at a minimum of five (5) times per year.

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C. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors.

D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda

A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted two (2) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

C. Notice to Owners

1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association Property at least forty-eight (48) continuous hours in advance, except in an emergency.

2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, discussed or approved shall be mailed, electronically transmitted, or delivered to the Owners and posted conspicuously on the Condominium or Association Property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the condominium Act as amended from time to time, and filed among the official records of the Association.

D. Agenda. The notice of any Board meeting shall identify all agenda items and when the annual assessment shall be considered, the notice must state that the annual assessment will be considered.

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4.8 Quorum and Voting.

A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors.

B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable Statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against the action taken or abstains due to a conflict of interest. An abstention for any other reason shall be considered an affirmative vote.

D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rule as amended from time to time. Such Vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Owners Participating at Board Meetings. Meetings of the Board of Directors shall be open to all members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Owners' statements. Any Owner may tape record or videotape meeting of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Board meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of Officers and committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the Member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than Seven (7) years after the date of the meeting.

Fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the member shall mail to the Association and post conspicuously on the Condominium Property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.14 Committees.

A. Condominium Statutory Committee. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Except for committees authorized to take final action on behalf of the Board of Directors, or committees making recommendations to the Board of Directors concerning the budget, all other Association committees shall be exempt from the requirements of Section 718.112(2)(c), Florida Statutes, as renumbered or amended from time to time.

B. Non-Statutory (That is Non Chapter 718, Florida Statutes) Committee. Any committee not defined by the Condominium Act may be appointed by the Board of Directors; or by members of the Association at a members' meeting.

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Section 5. OFFICERS.

5.1 Officers - Required: Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a President, and a Vice-President, who shall be Directors, and a Treasurer and a Secretary, who need to be Directors, all of whom shall be elected annually by a majority vote of the entire Board. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

Any Officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An Officer shall not be absent for three consecutive meetings or shall be automatically deemed resigned. An Officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other Contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-President. The Vice-President, in the absence or disability of the President, performs the duties and exercises the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the responsibility for the custody of the Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board,

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or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its Officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the Secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, Officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, Officer or committee member (as applicable), unless compensation is approved by a majority of the voting interests of all members of the Association, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or committee member for the management of the Condominium, or for any other service to be supplied by such Director, Officer, or committee member. Directors, Officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 7 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1 through December 31 of the year, unless the Board votes otherwise. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. To the extent required by the Administrative Rules, the annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(2)(c). The failure of the Association to adopt a budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

A. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the Owners within thirty (30) days upon not less than ten (10) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or

replacement of the Properties, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.

7.2 Reserves.

A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated life and replacement cost of each item, as more fully set forth in the Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present in person and by proxy at a members meeting called for that purpose, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association where advisable for favorable income tax treatment.

B. Non-Statutory General Reserves. In addition to the Statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for the special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, in the manner required by any applicable Administrative Rules as amended from time to time. These funds may be spent for any purpose approved by the Board, subject to advice from the Association's accountant as to tax consequence of same.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in twelve (12) equal monthly installments, in advance, due on the first day of each month, of each and every year, unless otherwise specified by the Board of Directors. Written notice of the annual assessment shall be provided to all members prior to the commencement of each monthly period. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the

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annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments. However, if the funds are not used at all for specific purpose(s) stated in the notice, then those funds not so used, in the stated amount, shall be returned to the owners.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of the Condominium Act and Administrative Rules as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by the Condominium Act and Administrative Rules as amended from time to time. A photocopy of same shall be furnished to the Division of Florida Land Sales, Condominiums and Mobile Homes if required by the Condominium Act or Administrative Rules as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year, unless changed by the Board of Directors.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Services, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit

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for any violations of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s) etc.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agents(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner has/have been given not less than fourteen. (14) days' written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred to in Section 8.6 below shall determine whether the Owner (for himself/herself, family guests, servants, agents, etc., or other occupants of the Unit) and his Unit, is guilty of the Violation, and if so, shall impose a fine for the violation.
- E. The Association shall be permitted to include in the Committee meeting notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in amount(s) as set by the Board of Directors not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Owners.

A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

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B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further advance warning.

C. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by Board of Directors.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due owing, with due date for payment.

8.8 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.9 Late Fees. The imposition of late fees shall not be governed by this Section 8.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

A. Procedures for calling a meeting of the Board of Directors;

B. Quorum requirements for the Meetings; and Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all Officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

A. Binds the Association; and

B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by Owners of one-fourth (1/4) of the Units.

11.2 Procedure; Notice and Format. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment is substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

11.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Condominium Documents, these By-Laws may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than twenty (20%) percent of the voting interests of those members present and voting at a members' meeting. If less than a quorum is attendance, and eighty percent (80%) of those in attendance vote to waive the quorum requirement, it is so waived. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any Officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed with the formalities required for the recording of a deed.

11.5 Provisos. Notwithstanding any provision in the Condominium Documents to the contrary:

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A. No amendment shall operate to unlawfully discriminate against any Owner or Unit or class or group of Units.

B. An amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

C. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.C of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

Provisos.

1. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

2. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in these By-Laws in favor of or reserved to record owners of any mortgagees unless the particular mortgagee(s) shall join in the execution of the amendment.

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Exhibit "B"

**MERGED
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC.**

(merged through January 2016)

Pursuant Section 617.1007(4), Florida Statutes, the Articles of Incorporation of VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., a Florida corporation not for profit, which was originally incorporated under the same name on February 7, 1972 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy been the corporation's Articles of Incorporation and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC. shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., and its mailing address is 130 NE 26th Avenue, Boynton Beach, FL 33435.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Declaration of Condominium of Village Royale Greenbrooke Association, Inc. as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the Amended and Restated By-Laws of the Association as the "By-Laws".

ARTICLE III

PURPOSE AND POWERS

Section 3.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium and Corporate Acts for the operation of Village Royale Greenbrooke Association, Inc. in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida.

Section 3.2. Powers and Duties.

A. General. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, the By-Laws or the Florida Condominium and Corporate Acts.

B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:

1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges.

2. To protect, maintain, repair, replace and operate the Properties pursuant to the Condominium Documents.

3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.

4. To make improvements of the Properties, subject to any limitations contained in the Declaration, and to reconstruct improvements after casualty.

5. To make, amend and enforce reasonable rules and regulations governing the use of the Condominium and Association Property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copy of official records.

6. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

7. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

8. To borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is 20% of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed 20% of the annual budget, cumulatively in a budget year, then the loan may not be made unless ratified by a majority of the voting interests of all members of the Association.

9. The Association, acting through the Board, shall have the right to purchase Units in the Association.

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10. To contract for bulk rate cable television service for the Condominium, subject to the rights of owners to cancel same if and as provided in the Condominium Act from time to time. The Board of Directors shall determine in its sole discretion the extent of the cable service to be purchased (i.e., basic cable or otherwise).

11. To provide exterminating services to the Units.

C. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.

2. The Association shall prepare a Question and Answer Sheet if and as required by the Condominium Act and Administrative Rules and shall update it annually.

3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, on the Condominium or Association Property, to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

4. The Association shall ensure that the following contracts shall be in writing:

(a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.

(b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.

5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.

6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.

7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied by the Owners under Section 22.7 of the Declaration.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

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Section 3.3. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

A. In anticipation of or during any emergency defined in Section 3.3.E below, the Board of Directors of the Association may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent of the Association; and
2. Relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

B. During any emergency defined in Section 3.3.E below:

1. Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;
2. One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum; and
3. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporation action taken in good faith during an emergency under this Section 3.3 to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

D. An officer, Director, or employee of the Association acting in accordance with any emergency By-Laws is only liable for willful misconduct.

E. An emergency exists for purposes of this section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 3.4. Condominium property. All funds and the titles of all properties acquired by the Association 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.

Section 3.5 Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

Section 3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Each Director must be a member of the Association or a spouse of a member. Other provisions regarding qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718, 617 and (if applicable) 607, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

A. approval by Owners, when such approval is specifically required in the Law or Condominium documents; and/or

B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in 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.

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Power. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Section 7.1. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. In the event of conflict between this Article VII and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors and officers. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director or officer has no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Directors or office may be entitled.

ARTICLE VIII

BY-LAWS

The Amended and Restated By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE IX

AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 9.1. Proposal. Amendments to these Articles may be proposed by resolution of the Board of Directors or by Written petition signed by the owners of one-fourth (1/4) of the Units.

Section 9.2. Procedure; Notice and Format. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by the underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles. See ____ for present text."

Section 9.3. Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Condominium Documents, these Articles may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than twenty percent (20%) of the voting interests of those members present and voting at a members' meeting. If less than a quorum is attendance, and eighty percent (80%) of those in attendance vote to waive the quorum requirement, it is so waived. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 9.1. above, then the concurrence of the Board of Directors shall not be required.

Section 9.4. Recording and Effective Date. A copy of each Amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida Law, and a copy certified by the Department of State shall be recorded in the Public Records of the County. The Certificate of the Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The Amendment shall be effective upon recording in the Public Records of the County. Exception. As to any Amendment to Article XI of these Articles, this Section 9.4 shall not apply.

Section 9.5. Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

B. An Amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

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C. Article XI of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for Village Royale Greenbrooke Association, Inc. is Allen Nealley, 130 NE 26th Avenue, Boynton Beach, FL 33435.

KAL 19 1253 4-69 60073*

Exhibit "C"

NOT A CERTIFIED COPY

COMMON

MEANS THE PORTION OF
THE CONDOMINIUM UNIT
MAINTENANCE AND REPAIR
BY THE ASSOCIATION
ITEMS AS STATED IN THE
STATED IN THE CONDOMINIUM

LIMITED COMMON

MEANS AND INCLUDES
FOR THE USE OF A CERTAIN

DESCRIPTION

EACH CONDOMINIUM UNIT
ING THE CONDOMINIUM UNIT
UNIT WHICH BOUNDARIES

A. UPPER AND LOWER
BOUNDARIES EXTENDING
BOUNDARIES:

(1) UPPER BOUNDARY
RATED FINISHED CEILING

(2) LOWER BOUNDARY
RATED FINISHED FLOOR

B. THE PERIMETER
SHALL BE THE VERTICAL
INTERIOR OF THE WALL
TO THE INTERSECTION

KAL2144 PAGE 707

VI

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

COMMON ELEMENTS

MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDING THE CONDOMINIUM UNITS TANGIBLE PERSONAL PROPERTY REQUIRED FOR MAINTENANCE AND OPERATION OF THE COMMON ELEMENTS EVEN THOUGH BY THE ASSOCIATION; AN UNDIVIDED SHARE IN THE COMMON SURPLUS; AND ITEMS AS STATED IN THE DECLARATION OF CONDOMINIUM AS WELL AS THOSE STATED IN THE CONDOMINIUM ACT.

LIMITED COMMON ELEMENTS:

MEANS AND INCLUDES THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHERS.

DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING INCLUDING THE CONDOMINIUM UNIT WHICH LIES WITHIN THE BOUNDARY OF THE CONDOMINIUM UNIT WHICH BOUNDARY IS AS FOLLOWS:

A. UPPER AND LOWER BOUNDARIES SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

(1) UPPER BOUNDARIES: THE HORIZONTAL PLANES OF THE UNDECORATED FINISHED CEILING.

(2) LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR.

B. THE PERIMETRICAL BOUNDARIES OF THE CONDOMINIUM UNIT SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR OF THE WALLS BOUNDING THE CONDOMINIUM UNITS EXTENDED TO THE INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND

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GREEN BROOKE COND

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ARIES OF THE CONDOMINIUM UNITS ARE BASED ON U.S.
AND ARE AS

FINISHED FLOORS, ALL UNITS, FIRST FLOOR

FINISHED FLOORS, ALL UNITS, SECOND FLOOR

FINISHED FLOORS, ALL UNITS, THIRD FLOOR

FINISHED FLOORS, ALL UNITS, FOURTH FLOOR

RESERVED
THERE.

CEILING ELEVATIONS, ALL UNITS, FIRST FLOOR

CEILING ELEVATIONS, ALL UNITS, SECOND FLOOR

CEILING ELEVATIONS, ALL UNITS, THIRD FLOOR

CEILING ELEVATIONS, ALL UNITS, FOURTH FLOOR

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THE CONDOMINIUM

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NOTE:

THESE PLANS AND ELEVATIONS WERE COMPILED

OFFICIAL
RECORD 2144 PAGE 709

CONDOMINIUM.

OF THE UPPER AND LOWER BOUND-
BASED ON U.S.C. & G.S. DATUM, M.S.L.

1ST FLOOR	+21.52
2ND FLOOR	+30.26
3RD FLOOR	+39.01
4TH FLOOR	+47.83
5TH FLOOR	+56.57
6TH FLOOR	+65.34
7TH FLOOR	+74.14
8TH FLOOR	+82.97

11 E 2ND STREET

~~E. N. E. 26TH. A.~~

A diagram showing a horizontal line labeled "BLOCK LINE". At the left end, there is a point labeled "P.O.B." with a lightning bolt symbol. Below the line, the bearing "N 89° 54' 10" E" is written.

PARKING

WEST

A STORY C.B.

60' x 190' EASEMENT

S 89° - 54' - 10" W 189.91

RECOMPILED FROM DATA ACQUIRED

OFFICIAL RECORDS 21.44 PAGE 710



RATED FINISHED CEILING
(2) LOWER BOUNDARY
RATED FINISHED FLOOR

B. THE PERIMETER
SHALL BE THE VERTICAL
INTERIOR OF THE WALL
TO THE INTERSECTION
LOWER BOUNDARIES; AND
A BALCONY, LOGGIA, TERRACE
ARIES SHALL BE EXTENDED

NOT A CERTIFIED COPY

O'BRIEN SUITER & O'BRIEN

ENGINEERS - SURVEYORS

DELRAY BEACH, FLORIDA

BOYNTON BEACH, FLORIDA

REC'D 2144 PAGE 712

RATED FINISHED CEILING.
(2) LOWER BOUNDARIES. THE HORIZO
RATED FINISHED FLOOR.

B. THE PERIMETRICAL BOUNDARIES
SHALL BE THE VERTICAL PLANES OF THE
INTERIOR OF THE WALLS BOUNDING THE
TO THE INTERSECTION WITH EACH OTH
LOWER BOUNDARIES; AND WHERE THERE
A BALCONY, LOGGIA, TERRACE OR CANC
ARIES SHALL BE EXTENDED TO INCLUD

NOT A CERTIFIED COPY

O'BRIEN SUI TER & O'BRIEN, INC.

ENGINEERS - SURVEYORS

DELRAY BEACH

BOYNTON BEACH

ALL RIGHTS RESERVED

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RECORDED 2144 PAGE 713

THE HORIZONTAL PLANS OF THE UNDECORATED

BOUNDARIES OF THE CONDOMINIUM UNIT
S OF THE UNDECORATED FINISHED
DING THE CONDOMINIUM UNITS EXTENDING
ACH OTHER AND WITH THE UPPER AND
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INCLUDED THE SAME.

NOTE

THESE PLANS
THROUGH ACTUAL

THE ELEVATION
FLOOR

THE DIMENSIONS
NEAREST 0.10 C

CERTIFICATE

THESE PLANS
OF CONDOMINIUM
MENTS DESCRIBED
IDENTITY, LOCATION
AND OF EACH

CERTIFIED

ANNEXED TO
OF CONDOMINIUM

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VATIONS WERE COMPILED FROM DATA ACQUIRED
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CORRECT REPRESENTATION OF THE IMPROVE-
O THERE CAN BE DETERMINED THEREFROM, THE
GIONS AND SIZE OF THE COMMON ELEMENTS
NG UNIT

DAY OF FEBRUARY 1973.

Wm. J. O'Brien
LAND SURVEYOR
FLA CERTIFICATE NO 1601

EXHIBIT "B"

PREPARED AND MADE A PART OF "DECLARATION

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when received.



DESCRIP

COMMENCE AT THE
NORTH LINE OF BLOCK
24, ON PAGE 28, PUB
SUMED) ALONG THE NO
TO THE POINT OF BEG
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THENCE N. 89° 51' 3
FEET; THENCE N. 89°
OF 11.77 FEET; THE
A DISTANCE OF 21.00
30" W., A DISTANCE
S. 89° 51' 10" W.,
SAID; THENCE N. 2°
OF CURVATURE OF A
ANGLE OF 92° 05' 40"
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65.00 FEET; THENCE
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THENCE N. 0° 05' 50"

FILED 2144 PAGE 715

15' INGRESS & EGRESS
EASEMENT

587' 48' 30" W 80' 15"

SURVEY MAP

SCALE 1" = 40'

DESCRIPTION:

CE AT THE INTERSECTION OF THE NORTHERLY AND WESTERLY EXTENSIONS OF THE WEST AND OF BLOCK 32, AS SHOWN ON THE AMENDED PLAT OF BOYNTON RIDGE, RECORDED IN PLAT BOOK 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N. 89° 54' 10" E. (ASSUMING THE NORTH LINE, AFORESAID, AND ITS WESTERLY EXTENSION, A DISTANCE OF 101.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG SAME COURSE, A DISTANCE OF 160.05 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 20.05 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 25.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 87.00 FEET; THENCE N. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 10.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 18.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

CE AT THE POINT OF INTERSECTION OF THE NORTHERLY AND EASTERLY EXTENSIONS OF THE EAST BOUNDARY LINES OF BLOCK 5, AS SHOWN ON THE ABOVEMENTIONED AMENDED PLAT OF BLOCK 5, A DISTANCE OF 1421.15 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUE WESTERLY ALONG THE SAME COURSE, A DISTANCE OF 127.00 FEET; THENCE S. 89° 54' 10" E., A DISTANCE OF 65.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 20.05 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 25.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 87.00 FEET; THENCE N. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 10.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 18.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING AFORESAID.

TOGETHER WITH EASEMENTS OVER AND ACROSS THE FOLLOWING DESCRIBED:

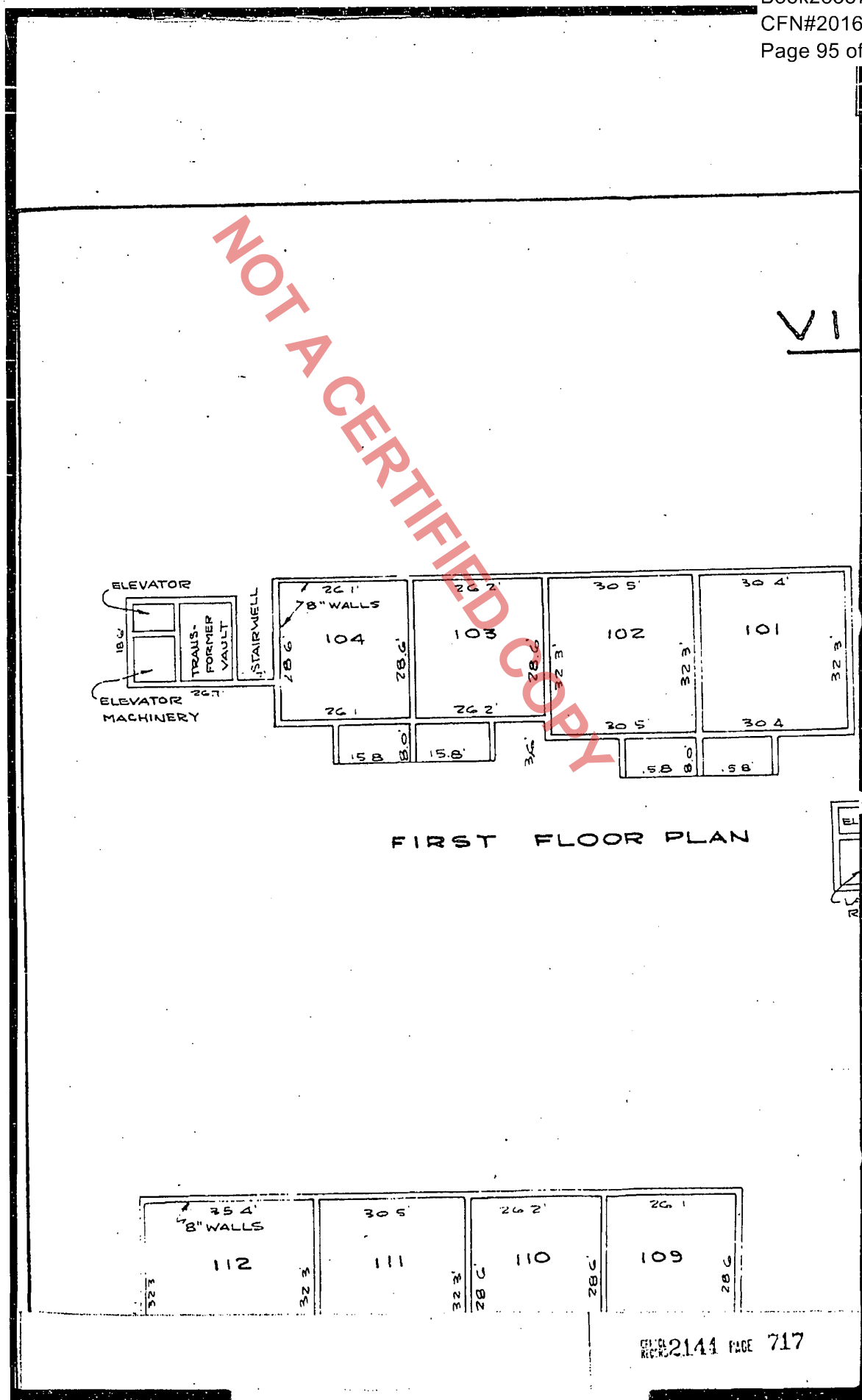
WITH 65.00 FEET OF THE NORTH 100.00 FEET OF THE WEST 100.00 FEET, ALL AS MEASURED ALONG THE ADJACENT LINES, OF THE ABOVE DESCRIBED PARCEL, AND THE SOUTHERLY MOST 15.00 FEET OF THE ADJACENT PARCEL.

CE AT THE INTERSECTION OF THE NORTHERLY AND WESTERLY EXTENSIONS OF THE WEST AND OF BLOCK 32, AS SHOWN ON THE AMENDED PLAT OF BOYNTON RIDGE, RECORDED IN PLAT BOOK 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N. 89° 54' 10" E. (ASSUMING THE NORTH LINE, AFORESAID, AND ITS WESTERLY EXTENSION, A DISTANCE OF 101.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG SAME COURSE, A DISTANCE OF 160.05 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 20.05 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 25.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 87.00 FEET; THENCE N. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 10.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 15.00 FEET; THENCE S. 89° 54' 10" W., A DISTANCE OF 18.00 FEET; THENCE S. 0° 05' 50" E., A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

REVISED: APRIL 1, 1973 - PERKINS STATEMENT
REVISED: MARCH 16, 1973 - DESCRIPTION

DEED 2144 PAGE 716

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EAST WING



PLAN

Floor plan of Room B. The plan shows a rectangular room with a door on the left wall. Inside the room, there is a rectangular area labeled "LAUNDRY ROOM No. 3". An arrow points from the text "LAUNDRY ROOM No. 3" to the laundry area. The rest of the room is labeled "ROOM B".

THIRD FLOOR PLAN

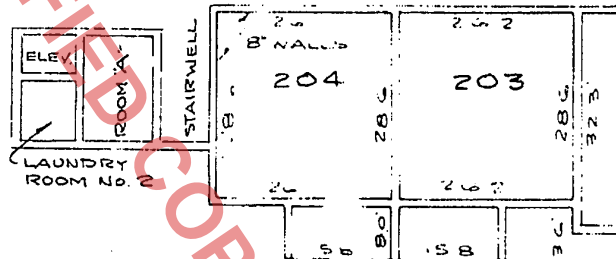
S O U

OFFICIAL RECORD 2144 PAGE 718

ROYALE

IN BROOKE A CONDOMINIUM

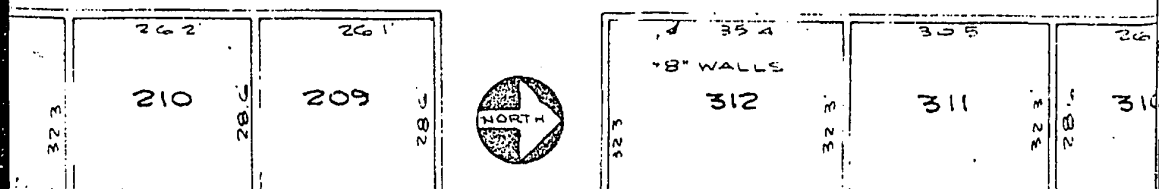
W I N G



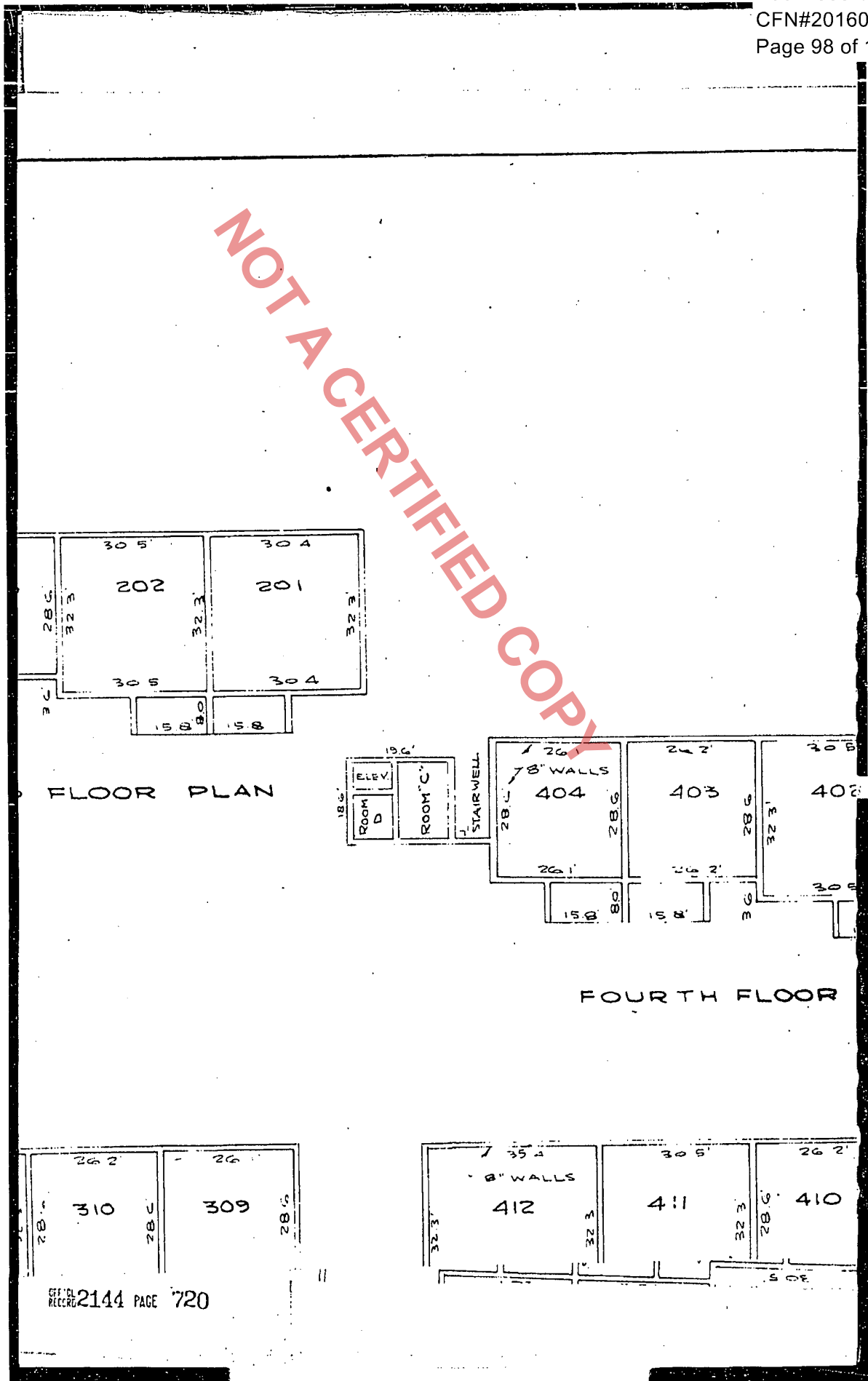
SECOND FILE

RD FLOOR PLAN.

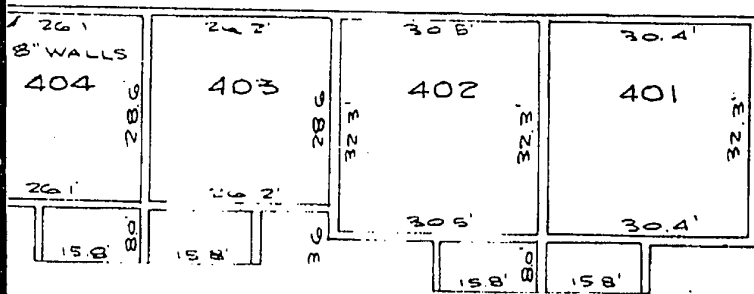
S O U T H W I N G



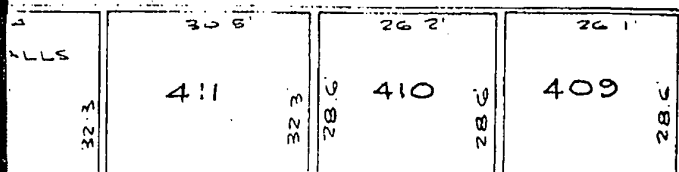
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RECORD 2144 PAGE 719

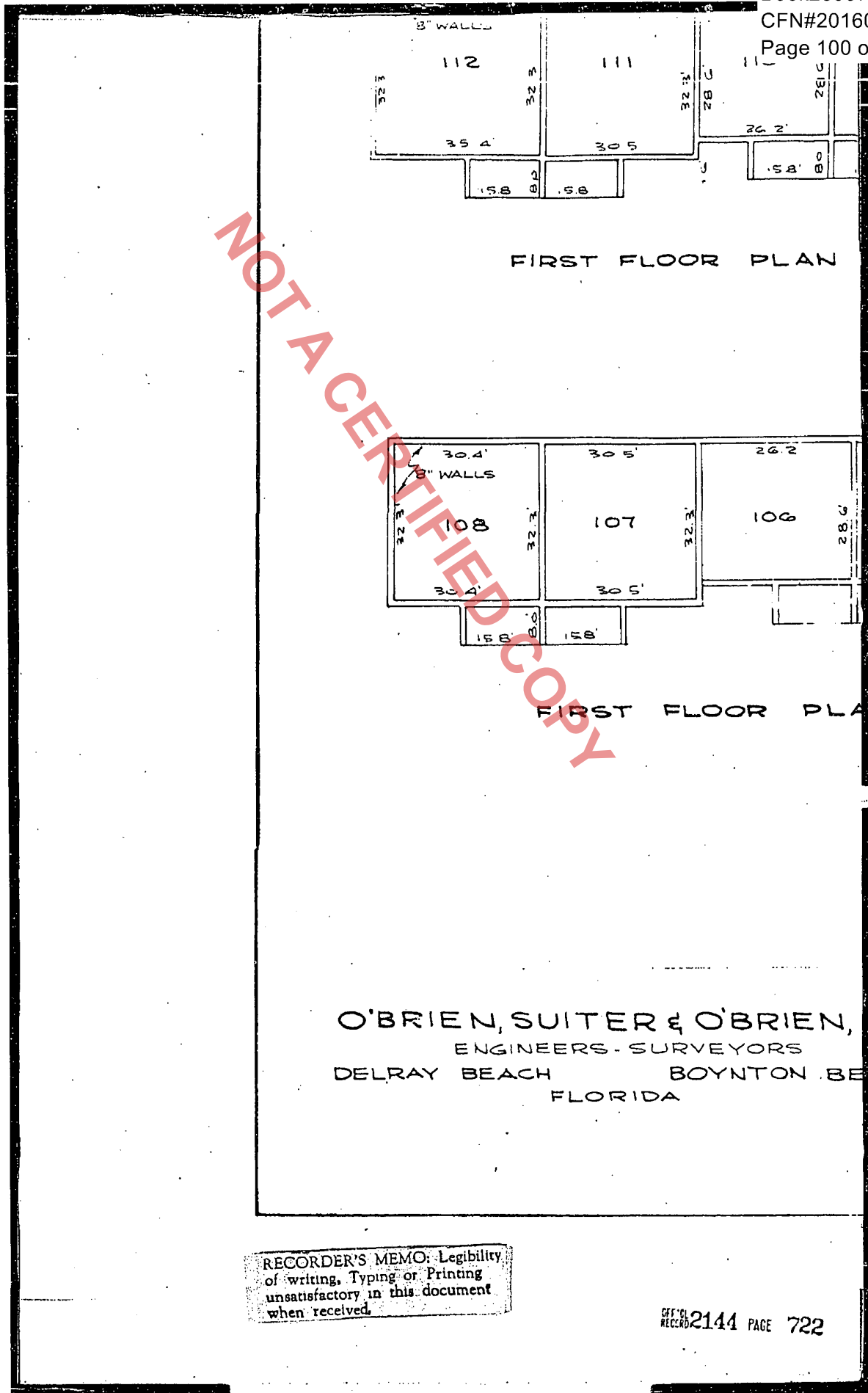


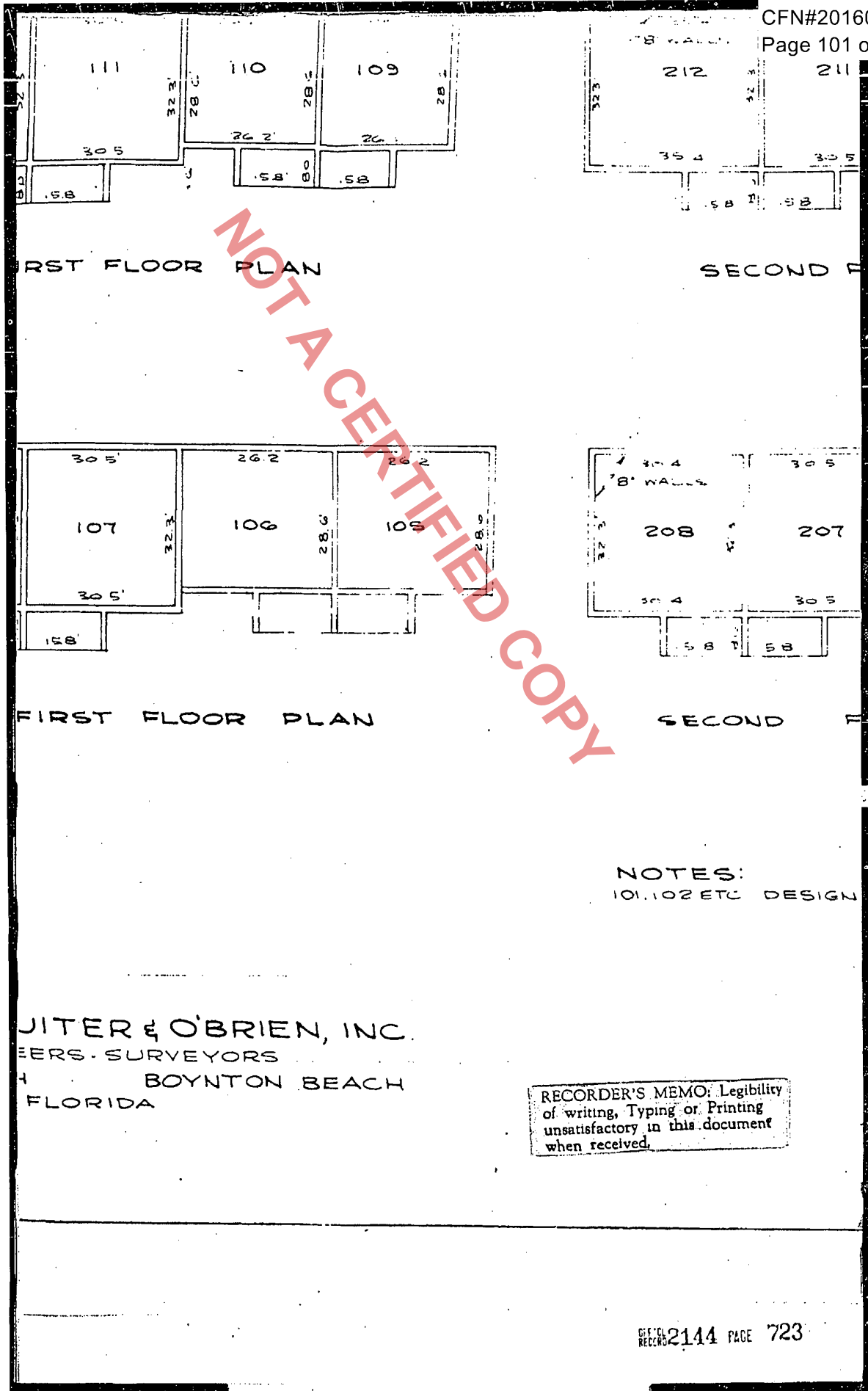
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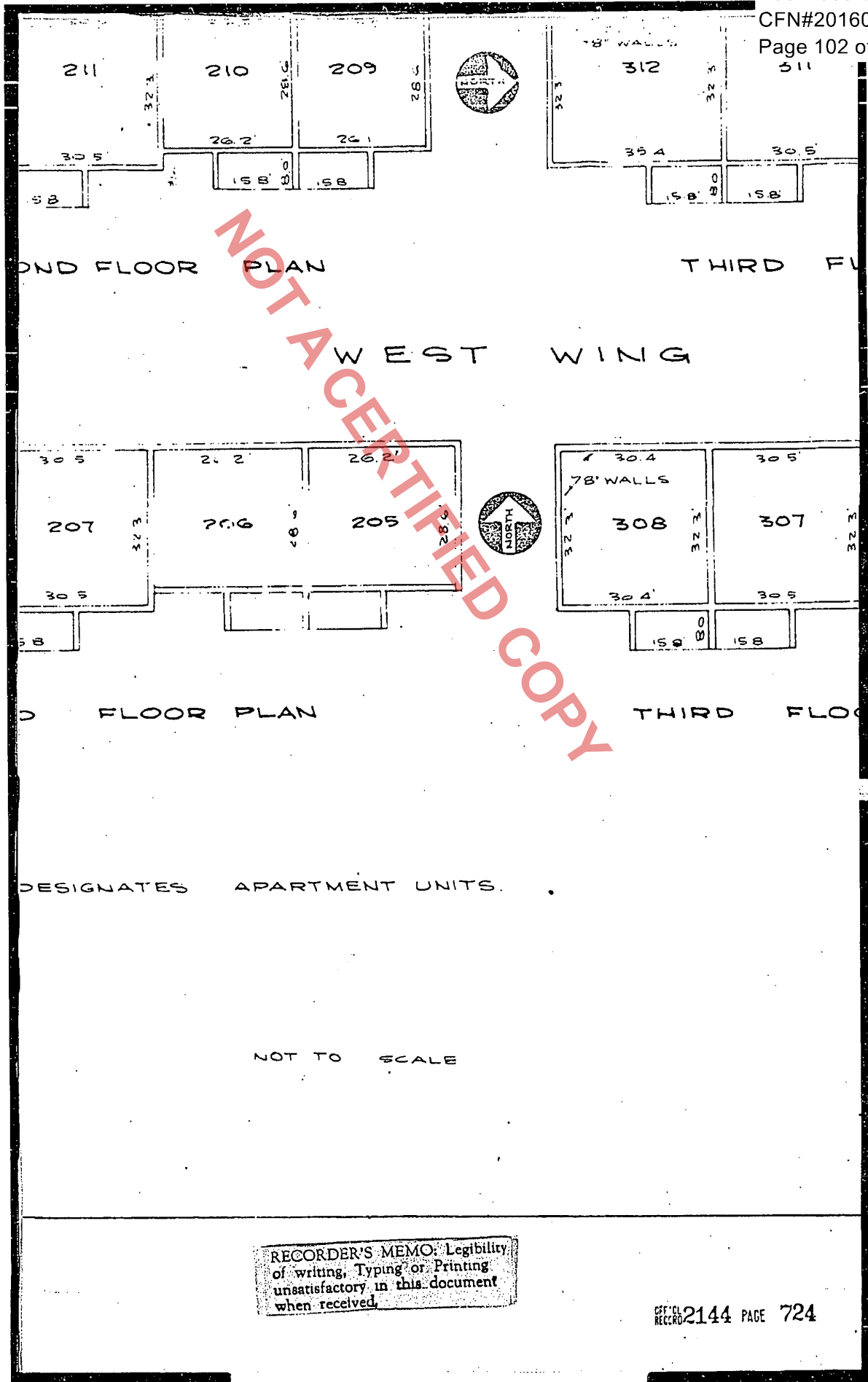


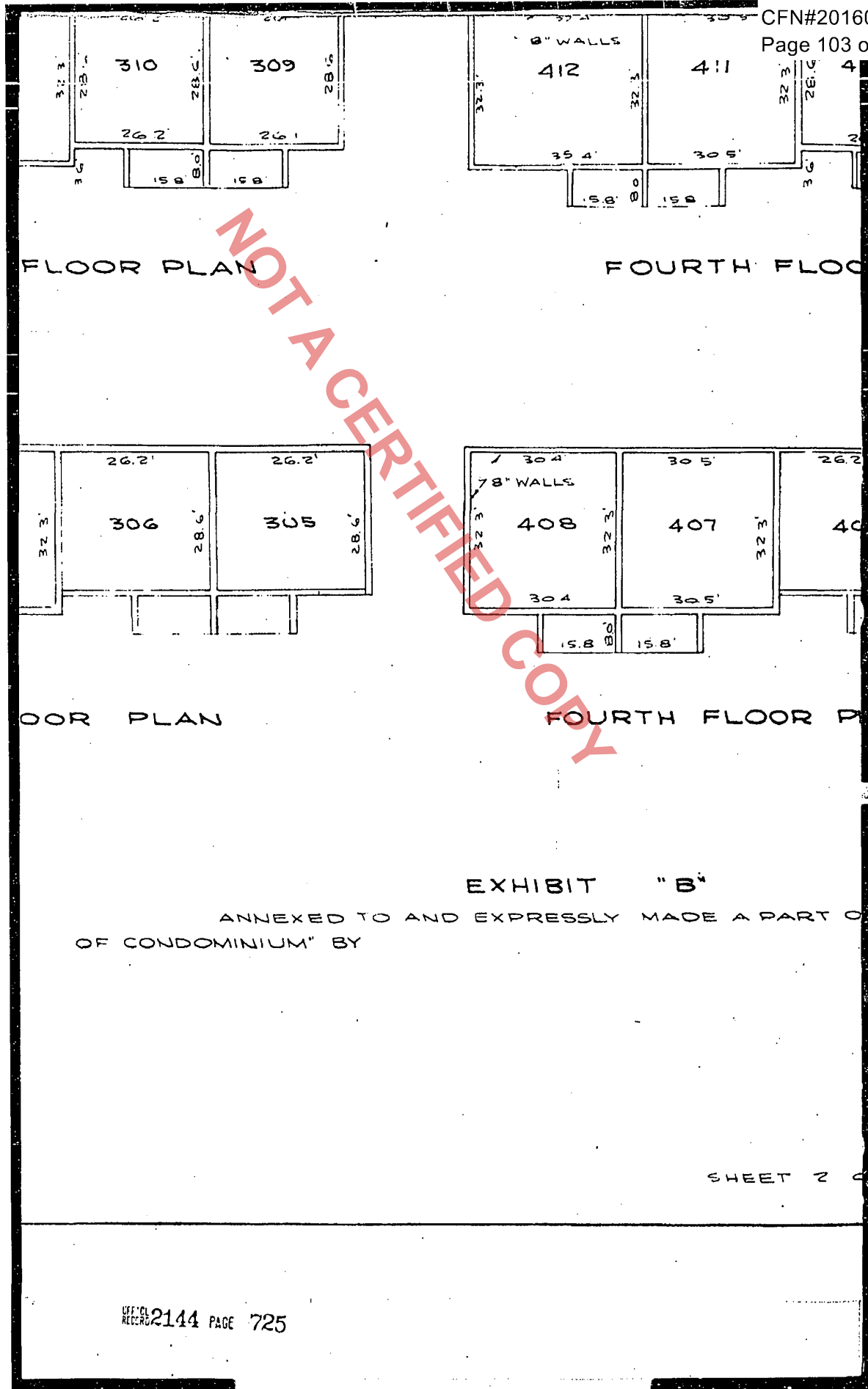
FOURTH FLOOR PLAN

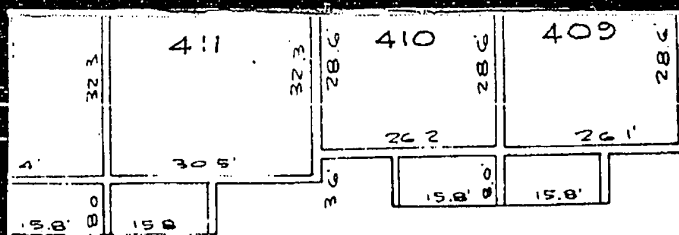




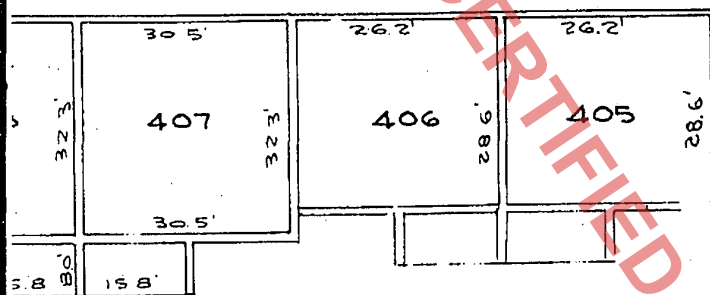








FOURTH FLOOR PLAN



BIRTH FLOOR PLAN

IT "B"
ESLY MADE A PART OF "DECLARATION

SHEET 2 OF 2 SHEETS

OFFICE OF CLERK OF SUPERIOR COURT
RECORDS 2144 PAGE 726

Recorded in O R Book 24
Record verified
Palm Beach County, Fla.,
John D. Dunkle
Clerk Circuit Court

Exhibit "D"

~~EXHIBIT "D"~~

1. The easement and/or other rights created by the Declaration of Condominium of Village Royale Greenhaven Condominium as recorded in Official Records Book 2116, Page 1879, Public Records of Palm Beach County, Florida, and that certain easement recorded in Official Records Book 2116, Page 1874, Public Records of Palm Beach County, Florida, as amended, pursuant to the Amendment of Declaration of Condominium of Village Royale Greenhaven Condominium as recorded under Clerk's File # 37977 Public Records of Palm Beach County, Florida.
2. The easement and/or other rights created by easements as recorded under Clerk's File # 37978, Public Records of Palm Beach County, Florida.
3. The easement and/or other rights created by easements as recorded under Clerk's File # 37979, Public Records of Palm Beach County, Florida.
4. The easement and/or other rights created by easements as recorded under Clerk's File # 37980, Public Records of Palm Beach County, Florida.

OFFICIAL RECORDS 2144 PAGE 657

6-A

RICHARD & GROSS, P.A. ATTORNEYS AT LAW, 605 LINCOLN ROAD, MIAMI BEACH, FLORIDA 33139

EXHIBIT "E"RECREATIONAL TRUST AGREEMENT

This instrument made and entered into this 20 day of APRIL, 1981, effective as of September 1, 1979, between VRG OWNERS LEAGUE, INC., having its principal offices at 2501 Northeast 1st Court, Boynton Beach, Florida 33435, hereinafter called "Trustee", and VILLAGE ROYALE EVERGREEN ASSOCIATION, INC., VILLAGE ROYALE GREENBRIAR ASSOCIATION, INC., VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC., VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., VILLAGE ROYALE EMERALD GREEN ASSOCIATION, INC., VILLAGE ROYALE GREENSIDE ASSOCIATION, INC., VILLAGE ROYALE GREENRIDGE ASSOCIATION, INC., VILLAGE ROYALE GREENVIEW ASSOCIATION, INC., VILLAGE ROYALE GREENWAY ASSOCIATION, INC., VILLAGE ROYALE GREENHILL ASSOCIATION, INC., VILLAGE ROYALE FOREST GREEN ASSOCIATION, INC., VILLAGE ROYALE GREENWOOD ASSOCIATION, INC., VILLAGE ROYALE GREENDALE ASSOCIATION, INC., and VILLAGE ROYALE GREENTREE ASSOCIATION, INC., hereinafter called "Beneficiaries", (jointly and severally);

W I T N E S S E T H:

WHEREAS, the Beneficiaries above named have heretofore entered into separate leases as enumerated in schedule attached hereto with IRVING GROSS and EMANUEL MARKS, as Trustees, the said leases being substantially identical in all material respects, except as to the following: (1) Inception and expiration dates; (2) rental payments required from each of the Beneficiaries; and

WHEREAS, the Trustee is now the owner in fee simple of the leasehold land and improvements in accordance with conveyance to it dated December 8, 1980, recorded in the public records of Palm Beach County, Florida, on December 16, 1980, in Official Record Book 3428, page 465; and

WHEREAS, all of the aforementioned leases have been assigned to the Trustee by assignment dated May 25, 1978, recorded in the public records of Palm Beach County, Florida, on August 28, 1979, in Official Record Book 3126, page 0611; and

WHEREAS, the parties hereto desire to reflect their status whereby the VRG OWNERS LEAGUE, INC. is a Florida non-profit corporation whose members consist of the 14 Condominium Associations described above and referred to hereinafter as "Beneficiaries"; and

WHEREAS, the Trustee and Beneficiaries desire to clarify the fact that the Trustee took title to the property referred to herein as Trustee for the 14 Condominium Associations; and

B3509 P0365

WHEREAS, the Trustee and Beneficiaries conclude that the Trustee shall operate and maintain the property for the benefit of the Beneficiaries substantially as set forth hereafter, which is intended to change the status of the parties from Lessor and Lessee to Trustee and Beneficiaries, and to define the responsibilities of the Trustee to the Beneficiaries and the responsibilities of the Beneficiaries to each other and to the Trustee.

NOW, THEREFORE, the Trustee and Beneficiaries agree:

That in consideration of the covenants and agreements hereinafter mentioned to be performed by the respective parties hereto, the Trustee shall hold title to the property under the terms and conditions contained herein and the Leases between the parties are hereby cancelled. Trustee and the Beneficiaries agree that the Trustee shall have and hold the described premises for the benefit of the Beneficiaries. All of the property described in Exhibit "E" attached hereto, together with appurtenances thereto, including improvements, buildings, furniture, furnishings and pictures, shall hereinafter be referred to as "the premises".

ARTICLE I

Title. Trustee covenants that it owns the above-described property as Trustee for the Beneficiaries, subject to the following:

1. Conditions, restrictions, limitations and easements of record on date of this Trust Agreement;
2. All zoning ordinances affecting said land, if any;
3. Questions of locations, measurements and survey;
4. All taxes and assessments;
5. Rights of persons in possession.

ARTICLE II

The Beneficiaries are associations formed to conduct and administer the affairs of all condominiums created at Village Royale on the Green in Boynton Beach, Florida. All of said condominiums are as described on Exhibit B attached hereto, which exhibit describes the name of the Association, the date in which the original Lease was entered into, the date at which it was recorded and the Official Record Book and page of recording of the original lease between each of the Beneficiaries herein with the Trustee's predecessor in title.

The Trustee has caused and/or will cause recreational facilities to be constructed upon the premises at the sole cost and expense of the Trustee, which facilities will be deemed part and parcel of the premises. Such facilities may include all or a portion of the following: Buildings containing recreational facilities such as, but not limited to, meeting halls, billiard rooms, card rooms, game rooms, tennis courts, nine-hole executive par-3 golf course, landscaping, pool area, shuffleboard, kitchen and general facilities for the exclusive enjoyment and recreation of the parties residing in Condominiums located in the complex known as Village Royale on the Green, which complex consists of 14 condominium apartment buildings on property described as Lots 11 through 22, inclusive, Block 26 and all of Blocks 5, 6 and 27 through 32, inclusive, of the Amended Plat of Boynton Ridge, as recorded in Plat Book 24, page 28 of the Public Records of Palm Beach County, Florida. (Said complex shall hereafter be referred to as "Village Royale on the Green".)

The Beneficiaries hereby recognize, understand and agree that they will not have the sole and exclusive right to the premises, but shall share same with all of the condominiums built in Village Royale on the Green.

ARTICLE III

Use of Premises. It is understood and agreed between the parties hereto that the premises, during the continuance of this Trust Agreement, shall be used and occupied only for recreational purposes, together with maintenance building and storage for maintenance recreational facilities and common elements of Beneficiaries and for parking facilities for one or more of the Beneficiaries, and at all times shall be subject to the rules and regulations promulgated by Trustee. The following uses of the premises are prohibited:

1. Secret Societies. Activities of every nature and description of any group, club, society, fraternity, association or corporation whose membership, activities or functions are secret or so intended.

2. Political Activity. Partisan political activity relative to public office or public affairs of every nature and description, including by way of illustration activities for or against any incumbent or candidate for public office, except as provided by Florida Statutes. Nothing herein shall be construed as a limitation upon non-partisan political activities such as "town hall" meetings and panel discussions.

3. Preferential Use. All uses designed, calculated, intended or likely to result in the deprivation of any member of Beneficiaries' Associations' right to use, occupy and enjoy the premises.

4. Each condominium apartment unit owner in any of the Beneficiaries' condominiums shall have the right to use, occupy and enjoy the premises through the Beneficiaries, subject to all of the provisions of this Trust Agreement, the Declaration of Condominium, Articles of Incorporation and By-Laws of the Beneficiaries, and such rules and regulations which the Trustee, from time to time, may adopt.

ARTICLE IV

Maintenance of Premises. Beneficiaries agree that the Trustee shall manage and maintain the premises at the sole cost and expense of the Beneficiaries. Trustee shall have all enforcement powers found within this Agreement and the various Declarations of Condominium for Village Royale on the Green insofar as they relate to the premises.

In any event, at all times, the various Beneficiaries of the premises shall contribute their proportionate share of the monies required for the maintenance and operation of the premises. Association shall contribute its proportionate shares of the monies required for the maintenance and operation of the community facilities as required under the Recreational Trust Agreement. Said proportionate shares shall be arrived at by totaling the annual expenses to operate and maintain the community facilities, being those facilities covered by said Recreational Trust Agreement, first dividing same by 12, and then dividing the quotient by the total number of apartments in the complex known as Village Royale on the Green, which is 880. The expenses per apartment thus arrived at shall then be multiplied by the number of units in each condominium, the result being the proportionate obligation of each beneficiary for that month and each succeeding month until recomputed. Said maintenance and operation to include all taxes, insurance, upkeep and other expenses.

Trustee and Beneficiaries agree that the buildings, the electrical system, water system, fixtures, equipment and

all items of personalty within and upon the premises, shall be under the full control of the Trustee or its agents, and that all operation, upkeep, repairs and replacement of such items shall be done by the Trustee at the sole expense of the Beneficiaries. Beneficiaries further agree that they shall provide, at their expense, any and all utility services required or necessary in the operation of the premises.

ARTICLE V

The Beneficiaries, their successors and assigns, understand and agree that the within Trust Agreement imposes on them the firm and irrevocable obligation to perform the provisions hereof so long as the Trust remains in existence. The Beneficiaries hereby declare that all monies due and to become due hereunder, including, without limitation, taxes, assessments, insurance premiums and costs of maintenance and repair of the premises are and shall continue to be common expenses of the Condominium as part of the costs of maintaining the common elements and carrying out the powers and duties of the Beneficiaries as Condominium Associations.

Beneficiaries further declare and agree that they shall pay the costs of additions, alterations and betterments to the premises as determined by the Trustee in the same percentage and under the same terms and conditions as it pays for the cost of maintenance and repair of the premises and these costs for additions, alterations or betterments to the premises shall be also common expenses of the Condominiums which the Beneficiaries operate and maintain at Village Royale on the Green.

ARTICLE VI

Agreements, etc., to be Covenants Running With the Lands. The terms, conditions, provisions and covenants and agreements set forth in this Trust Agreement shall be binding upon the Trustee and Beneficiaries, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the land, and by land is meant the premises as well as the condominium premises operated and maintained by the Beneficiaries.

ARTICLE VII

Subordination by Beneficiaries. It is understood and agreed that Beneficiaries' rights in this Trust Agreement shall be subordinate to any mortgages that may be recorded, irrespective of the date of recording, that may encumber the premises. This paragraph shall in fact constitute and be the subordination provided for herein, and Beneficiaries hereby constitute and appoint Trustee as its attorney in fact for the purpose of executing any formal instruments of subordination as same are required. No mortgage may be created encumbering the premises, except with the consent of at least 75% of the membership of 75% of the condominium beneficiaries.

The Trustee shall have the right, at all times to the use of the premises with all other Beneficiaries. The Trustee further specifically reserves unto itself and to all of those claiming by, through or under it, an easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators and other portions of the premises as may be from time to time intended and is designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the premises as may from time to time be paved and intended for such purpose and use. In the event any apartment, limited common element and common

element shall encroach upon any of the premises for any reason other than the intentional negligent act of the apartment owner, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

ARTICLE VIII

Insurance. The Trustee shall, at the sole expense of the Beneficiaries throughout the term of this Trust Agreement, keep in force insurance policies as follows:

1. Public Liability. Comprehensive, general public liability insurance in which the Trustee and Beneficiaries shall be named insured, against claims for bodily injury, sickness or disease, including death at any time resulting therefrom and for injury to or destruction of property, including the loss of use thereof arising out of ownership, maintenance, use or operation of the premises or any building or improvement or personalty located thereon, without maximum limitations and in which the limits of liability shall not be less than \$1,000,000 for one person and \$3,000,000 for more than one person in one single incident.

2. Property Insurance. Policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon the premises and all furniture, fixtures, machinery, equipment and furnishings now or hereafter brought or placed thereon insuring against loss by:

A. Fire. Fire, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available; and

B. Boiler. By boiler explosion, if boilers are now or hereafter located in the aforesaid buildings; and

C. Other. To the extent required by the Trustee, war damage by civil insurrection or commotion as the same may not be covered by other policies above referred.

The insurance required hereunder shall be in an amount equal to the maximum insurable value. In compliance with the foregoing, the Trustee shall furnish policies insuring actual replacement costs without deduction for depreciation and in such case the term "maximum insurable value" as used in the preceding sentence shall mean the actual replacement cost of the property required to be insured without deduction for depreciation. If policies insuring replacement costs are not available, then the said term "maximum insurable value" shall mean the actual cash value with due allowance for depreciation of the property required to be insured, to the extent insurance may be afforded under policies covered in that manner.

3. Generally. All insurance required to be carried under Article VIII-1 and VIII-2 shall be effected under policies written in such form and issued by such companies as shall be approved by the Trustee. All policies required by this Article shall be for the benefit of the Trustee, the Beneficiaries, and mortgagees as to the premises, as their interest may appear, and shall be subject to such provisions as mortgagees of the premises may require.

4. Reconstruction and Repair. Upon the occurrence of any damage or total or partial destruction to any portion of the premises (including improvements, buildings and structures, furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon, whether or not the casualty causing such damage be insured against, and whether or not, if

insured, any proceeds are paid therefor, the following provisions shall apply:

A. Reconstruction and Repair by Trustee. The Trustee, at Beneficiaries' expense, shall repair and reconstruct, if necessary, any and all improvements, buildings and structures so damaged and replace or repair all personal property so damaged as to restore the same to the first class condition. Such work shall be commenced no later than sixty (60) days after the occurrence of damage and shall be completed no later than ten (10) months after date of commencement. The foregoing time limitations shall be extended due to any time lost by reason of an act of nature, war, civil commotion or disorder, material shortages, strikes or other events over which the Trustee has no control.

B. Plans, specifications and estimates. Within a reasonable time after the occurrence of damage, the Trustee shall supply to the Beneficiaries plans and specifications for reconstruction and repair which must be substantially of the nature to restore the damaged improvements, buildings, structures and personal property to first class condition. Said plans and specifications shall be prepared and be under the certificate of an architect, licensed to practice as such in the State of Florida. Within thirty (30) days after furnishing said plans and specifications, the Trustee shall furnish to Beneficiaries a contract executed by an independent general contractor wherein the work, labor and materials indicated by such plans and specifications will be furnished at an agreed price and a performance, and payment bond is a part thereof. To the extent that the damages shall occur to personal property, other than fixtures, a bid need only be supplied from a supplier of the same with a firm price indicated thereon.

C. Insurance.

(1) Fund. In the event proceeds of insurance shall be payable by reason of damage and/or total or partial destruction of the premises, including improvements, buildings and structures and furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon and as often as such insurance proceeds shall be payable, the same shall be deposited in a special account of the Trustee in a bank designated by the Trustee and such sums shall be available to the Trustee for reconstruction and repair and shall be paid out of said special account from time to time by the Trustee upon the estimates of the architect, licensed as such in the State of Florida, having supervision of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of reconstruction and repair and that at reasonable cost therefor and not in excess of the fair value thereof.

(2) Mortgages. Anything herein contained to the contrary notwithstanding, the policies of insurance provided for herein may contain a clause providing that any loss under same shall be payable to the holder of any mortgage in which Trustee has joined to be distributed in the manner set forth above. In any event, the provisions of such mortgage(s) and the policy of the mortgage lender(s) shall govern as to insurance proceeds. In addition, in the event that the mortgagee collects any such sums and applies them in payment or in reduction of the mortgage debt owed to the mortgagee, then, in such case, the Trustee agrees that Trustee will join with Beneficiaries in the execution of a mortgage to be obtained by Beneficiaries at Beneficiaries' sole expense, in the amount so credited from the collection by the mortgagee of said insurance

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funds, and the sum procured by the execution of the mortgage by the Trustee and the Beneficiaries shall be delivered in escrow to a duly established Florida bank for the purpose of repairing, rebuilding, and reconstructing the improvements then located upon the premises in accordance with and in the manner as provided herein for the rebuilding and reconstruction thereof.

ARTICLE IX

Assignment: Beneficiaries may not assign or transfer their interest in this Trust Agreement. Trustee may not assign or transfer title or ownership of the recreation lands or encumber the same, without the consent of at least 75% of the membership of 75% of the condominium beneficiaries, it being understood that Trustee has acquired title to the recreation facilities and additional facilities at Village Royale on the Green in Boynton Beach, Florida, for the benefit of Beneficiaries and their unit owners. It is further understood and agreed that in no event shall any merger of title be effected whereby interest of Trustee and Beneficiaries shall be construed to have merged.

ARTICLE X

Cumulative Remedies: The various rights, remedies, powers, options, elections, preferences and pledges of the Trustee set forth in this Trust Agreement shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law or by this Trust Agreement, and the exercise of one or more shall not be construed as a waiver of the others.

ARTICLE XI

Eminent Domain.

1. As to Premises.

A. Total Taking. If during the term of this Trust Agreement the entire premises shall be taken as a result of the exercise of the power of eminent domain, herein called "proceeding", this Trust Agreement and all right, title and interest of the Beneficiaries hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding and the Trustee shall be entitled to and shall receive the total award made in such proceeding and the Beneficiaries hereby absolutely assign such award to the Trustee.

B. Partial Taking. If, during the term of this Trust Agreement, less than the entire premises shall be taken in any such proceeding, this Trust Agreement shall terminate as to the part so taken and the Trustee shall be entitled to and shall receive the total award made in any such proceedings and the Beneficiaries hereby assign such award to Trustee but the Trustee, in such case, covenants and agrees that at Trustee's sole cost and expense (subject to reimbursement hereinafter provided) promptly to restore, repair and replace those portions of the buildings on the premises not so taken to complete architectural units and replace buildings totally taken for the use and occupancy of the Beneficiaries as in this Trust Agreement expressed. The Trustee agrees in connection with such restoration to apply or cause to be applied the net amount of any award or damage to the building or buildings on the premises that may be received by it in any such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not, however, include the cost in any

B3509 P0371

alteration, construction, change or improvement the Beneficiaries may desire to make that is not necessary to restore that portion of the buildings not so taken to a complete architectural unit or replace buildings totally taken of substantially the same usefulness, design and construction as immediately before such taking, it being understood that no alteration or change in the basic configuration of the improvement shall be made without the approval of the Trustee) and the said net award shall be paid out from time to time by the Trustee as such restoration and replacement progresses.

C. Balance Remaining in Trustee's Hands. If, after making the payments provided for in this Article, there remains any balance in Trustee's hands, it shall be used by the Trustee for the benefit of the Beneficiaries as to recreation purposes, but if said balance is not either committed or paid for recreation purposes within ninety (90) days after receipt by the Trustee, it shall be paid over to the beneficiaries in accordance with the percentages by which the Beneficiaries pay their cost of maintenance to the Trustee.

D. A Taking of Less Than Fee Simple Title. If all or any of the premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this Trust Agreement shall not terminate and the Beneficiaries shall continue to perform and observe all of their covenants as though such taking had not occurred except only to the extent that it may be prevented from so doing by reason of such taking. In the event of such a taking, the Beneficiaries shall be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise).

ARTICLE XII

Solvency of Beneficiaries. If, during the existence of this Trust Agreement, (a) the Beneficiaries, or any of them, shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition be filed by or against the Beneficiaries, or any of them, under any law having for its purpose the adjudication of the Beneficiaries, or any of them, as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of the Beneficiaries, or any of them, or the reorganization of the Beneficiaries, or any of them; or (c) a permanent receiver be appointed for the property of the Beneficiaries, or any of them; this Trust Agreement, at the option of the Trustee shall be terminated and shall expire fully and completely as to the Beneficiaries, or any of them who fall within the purview of this Article, who shall then quit and surrender the premises to the Trustee, but said Beneficiaries, or any of them, shall remain liable as hereinafter provided. If the Beneficiaries, or any of them, shall contest any proceeding of an involuntary nature which would be grounds or cause for termination under this section, by suitable process according to law and shall prosecute said defense with due diligence, provided all other covenants of the Beneficiaries, or any of them, herein made are otherwise kept and performed, the right of termination in the Trustee under this Section shall be suspended until the ultimate determination of said matters by a court of competent jurisdiction or until the Beneficiaries, or any of them, shall abandon or fail to take suitable action to preserve its rights to contest the proceedings. The Beneficiaries, or any of them, shall, every twenty (20) days, notify the Trustee of its continued intention to prosecute its defense and, further, advise the Trustee of the state of all litigation then pending, and the failure of the Beneficiaries, or any of them, to do so

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Shall be deemed a termination of the suspension of the Trustee's right to terminate as above provided. If a defense shall be brought by the Beneficiaries, or any of them, and timely prosecuted and the then right of the Trustee to terminate by reason of the provisions of this section shall be controlled by the outcome of such litigation, that is:

1. If such litigation be resolved in favor of the Beneficiaries, or any of them, the Trustee shall have no right to terminate by reason of the occurrence of the acts listed above.

2. If such litigation be resolved against the Beneficiaries, or any of them, the Trustee shall have the right to terminate as above provided, but nothing herein shall be construed as relieving the Beneficiaries, or any of them, of the performance of any of its covenants herein which became performable prior to the determination of the outcome of such litigation or the earlier abandonment of defense by the Beneficiaries, or any of them.

ARTICLE XIII

Waiver. One or more waivers of any covenant or condition by the Trustee shall not be construed as a waiver of a subsequent breach of the same covenant or condition; and, the consent or approval by Trustee, to or of, any act by Beneficiaries requiring Trustee's consent or approval shall not be deemed to waive or render unnecessary Trustee's consent or approval to, or of, any subsequent similar act by Beneficiaries.

ARTICLE XIV

Notices. Whenever under this Trust Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Beneficiaries are in writing addressed to Beneficiaries at their last known address and sent by certified mail with postage prepaid, and if such notice to Trustee is in writing, addressed to the last known post office address of Trustee and sent by certified mail with postage prepaid. For purposes of this Trust Agreement, the addresses of the parties hereto are as follows:

FOR THE TRUSTEE:

VRG Owners League, Inc.
2501 Northeast 1st Court
Boynton Beach, Florida

FOR THE BENEFICIARIES:

See Attached Signature Pages

ARTICLE XV

Provisions Regarding the Payment of Taxes:

The Trustee shall, at the expense of the Beneficiaries, throughout the existence of this Trust Agreement, promptly pay all taxes levied or assessed at any and all times for every year.. The payment of taxes, the payment of insurance and all other payments required to be made at the expense of the Beneficiaries shall be common expenses of the Beneficiaries, and shall be paid to Trustee in the proportions set forth in Article IV above.

ARTICLE XVI

Termination of Beneficiaries: A voluntary or involuntary termination of Beneficiaries' Associations, or any of them, shall not terminate this Trust Agreement, but upon

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termination of the association, all of the unit owners of the condominium, as unit owners or as tenants in common, or otherwise, shall automatically and by operation of this Trust Agreement, jointly and severally collectively constitute the Beneficiaries hereunder and shall jointly and severally be obligated to perform each and every of the Beneficiaries' covenants and promises and undertakings. Upon a unit owner acquiring an interest in the Beneficiaries' rights under this Trust Agreement, his rights hereunder may thereafter be assigned only if there then be no default in any of the provisions of this Trust Agreement and only if such assignment be in connection with a sale, transfer or hypothecation of all of his rights in the property which was prior to termination, condominium property.

XVII

Trustee's Right to Perform Beneficiaries' Covenants:

If the Beneficiaries, or any of them, shall fail to pay the costs referred to herein, including maintenance and repairs, or it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Trustee may, but shall not be obligated so to do and without notice or demand upon the Beneficiaries, perform the act so omitted or failed to be performed by the Beneficiaries, or the Beneficiaries in default. If such performance by the Trustee shall constitute in whole, or in part, the payment of monies, such monies so paid by the Trustee, together with interest thereon, which interest shall be two (2) percentage points higher than the "prime" interest rate being charged by commercial banks in Palm Beach County, Florida, at the time the obligation is incurred, but in no event less than ten (10%) percent per annum, and reasonable attorneys' fees incurred by the Trustee in and about the collection of the same, shall be deemed additional common expenses hereunder and shall be payable to the Trustee on demand, and the Beneficiaries covenant to pay any such sums with interest and reasonable attorneys' fees, as aforesaid.

ARTICLE XVIII

Indemnification. Each separate Beneficiary agrees that if, through the actions of said Beneficiary, any injury or damage occurs to the premises or to persons and property using the premises, that said Beneficiary will hold the Trustee harmless and all the remaining Beneficiaries harmless from any such action or damages.

ARTICLE XIX

Severability. The invalidity in whole or in part of any covenant, promise or undertaking of any section, subsection, sentence, clause, phrase or word, or of any provision of this Trust Agreement or the Exhibits attached hereto, shall not affect the validity of the remaining portions thereof.

ARTICLE XX

Notwithstanding anything to the contrary contained in this Agreement, the Trustee expressly reserves the right to amend this Agreement so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error, or as the result of any omission or error in the placement of condominium buildings on the perimeter of that portion of the premises constituting the golf course, or by virtue of changes in the legal description required by local building codes, zoning, planning of property or other similar

conditions or omissions. The Trustee may amend this Agreement as aforescribed by filing an amended legal description (or descriptions) as an Amendment to the Agreement in the Public Records of Palm Beach County, Florida, which Amendment (or Amendments) shall expressly describe the legal description which is being corrected (by reference to the Exhibit containing said legal description or otherwise), in addition to the correct legal description. Such Amendments need be executed and acknowledged only by the Trustee and the Beneficiaries.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in Boynton Beach Florida, this 20 day of APRIL, 1981.

In the presence of:

TRUSTEE,

VRG OWNERS LEAGUE, INC.

By: Henry Barrett
Its President

BENEFICIARIES:

VILLAGE ROYALE EVERGREEN ASSOCIATION, INC., a Florida non-profit corporation

By: Albertos
President

ATTEST: Sonya G. [Signature]
Secretary

Address: 2615 -N.E. 1st Court

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENBRIAR ASSOCIATION, INC., a Florida non-profit corporation

By: Sylvia G. Ruck
President

ATTEST: E. [Signature]
Secretary

Address: 2515 -N.E. 1st Court

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC., a Florida non-profit corporation

By: David [Signature]
President

ATTEST: [Signature]
Secretary

Address: 230 -N.E. 26th Avenue

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENBROOKE ASSOCIATION, INC., a Florida non-profit corporation

By: W. Cherry
President

ATTEST: Clara Lang
Secretary

Address: 130 -N.E. 26th Avenue

Boynton Beach, Florida 33435

B3509 P0375

VILLAGE ROYALE EMERALD GREEN
ASSOCIATION, INC., a Florida
non-profit corporation

By Marvin Shapiro President
ATTEST: Kathleen Mendley Secretary

Address: 2600 -N.E. 1st Lane

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENSIDE
ASSOCIATION, INC., a Florida
non-profit corporation

By William Smith President
ATTEST: Louis L. Lamm Secretary

Address: 2400 -N.E. 1st Lane

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENRIDGE
ASSOCIATION, INC., a Florida
non-profit corporation

By William Smith President
ATTEST: Antonia J. Smith Secretary

Address: 2300 -N.E. 1st Lane

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENVIEW
ASSOCIATION, INC., a Florida
non-profit corporation

By Martine French President
ATTEST: Edward A. French Secretary

Address: 2520 -N.E. 1st Court

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENWAY
ASSOCIATION, INC., a Florida
non-profit corporation

By Albert O. Burt President
ATTEST: Julia M. Burt Secretary

Address: 2620 -N.E. 1st Court

Boynton Beach, Florida 33435

VILLAGE ROYALE GREENHILL
ASSOCIATION, INC., a Florida
non-profit corporation

By Norfolk W. Smith President
ATTEST: Frances B. Smith Secretary

Address: 300 -N.E. 26th Avenue

Boynton Beach, Florida 33435

B3589 P0376

VILLAGE ROYALE FOREST GREEN
ASSOCIATION, INC., a Florida
non-profit corporation

By William J. Chappell President

ATTEST: John J. Lacombe Secretary

Address: 330 - N.E. 26th Avenue
Boynton Beach, Florida 33435

VILLAGE ROYALE GREENWOOD
ASSOCIATION, INC., a Florida
non-profit corporation

By Marvin J. Lerner President

ATTEST: Molly Lerner Secretary

Address: 2615 - N.E. 3rd Court
Boynton Beach, Florida 33435

VILLAGE ROYALE GREENDALE
ASSOCIATION, INC., a Florida
non-profit corporation

By Herbert L. Lerner President

ATTEST: Anna Lerner Secretary

Address: 2601 - N.E. 3rd Court
Boynton Beach, Florida 33435

VILLAGE ROYALE GREENTREE
ASSOCIATION, INC., a Florida
non-profit corporation

By Hyman Goldstein President

ATTEST: Joseph Goldstein Secretary

Address: 2515 - N.E. 2nd Court
Boynton Beach, Florida 33435

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 20th day
of APRIL, 1981, personally appeared George Barnett and
Audrey Glanzbergh, President & Secretary respectively, of
VRG OWNERS LEAGUE, INC., Trustee, to me known to be the persons
who signed the foregoing instrument, and acknowledged the execution
thereof to be their free act and deed for the purposes therein
expressed, and that they affixed thereto the official seal of said
corporation.

Elizabeth J. Butwin
Notary Public - State of Florida

My Commission Expires: "

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 10, 1984
BONDED THRU GENERAL INS. UNDERWRITERS

B3509 P0377

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

SONYA GOLDEN ALLEN ROSEN President and
Secretary, respectively of VILLAGE ROYALE
EVERGREEN ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal at BOYNTON BEACH,
said County and State, the day and year last aforesaid.

Andrew DeLeon
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

ESTHER RICHTER SYLVIA A. RUBIN President and
Secretary, respectively of VILLAGE ROYALE
GREENBRIAR ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Andrew DeLeon
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

LOUIS ZANVILLE ARNOLD GORMAN President and
Secretary, respectively of VILLAGE ROYALE
GREENHAVEN ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Andrew DeLeon
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

B3509 P0378

STATE OF FLORIDA
COUNTY OF PAIM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared
A. I. SHERROW President
and CLARA LANG Secretary, respectively of VILLAGE ROYALE
GREENBROOKE ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal at
BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Elizabeth Gutwein
Notary Public - State of Florida
My Commission Expires:

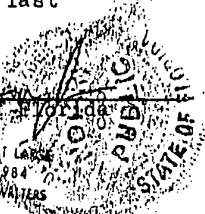


STATE OF FLORIDA
COUNTY OF PAIM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared
NATHANIEL and HANDELL McF Secretary, respectively of VILLAGE ROYALE
EMERALD GREEN ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal at
BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Quincy De la Cruz
Notary Public - State of Florida
My Commission Expires:
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

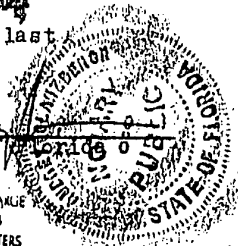


STATE OF FLORIDA
COUNTY OF PAIM BEACH

I HEREBY CERTIFY that on the 20 day of
APRIL, 1981, before me personally appeared
LOUIS and LENA Secretary, respectively of VILLAGE ROYALE
GREENSIDE ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal at
BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Quincy De la Cruz
Notary Public - State of Florida
My Commission Expires:
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS



83509 P0379

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

GERTRUDE and SHEPARD Secretary ALEXANDER HASTEN President AND
GREENRIDGE ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Audrey DeF...
Notary Public - State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 10 1984
BONDED INRU GENERAL INS, UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

EDWARD and A. Sokol Secretary MARTIN FEINBERG President AND
GREENVIEW ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Audrey DeF...
Notary Public - State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 10 1984
BONDED INRU GENERAL INS, UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

SELMA and M. MURPHY Secretary ALBERT O. BERKENFELD President AND
GREENWAY ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Audrey DeF...
Notary Public - State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 10 1984
BONDED INRU GENERAL INS, UNDERWRITERS

B3509 P0380

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

FRANCIS and B. CRONIN Secretary HAROLD WEINBERG President and
GREENHILL ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Audrey DeFuria
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

ANDRE LACOMINO Secretary MURRAY CHUVEN President
FOREST GREEN ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Audrey DeFuria
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

MOLLY and SILVERGATE Secretary MORRIS J. WIENER President AND
GREENWOOD ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Audrey DeFuria
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

B3509 P0381

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

ANNE and ADLER Secretary KERMIT FRANKEL President AND
GREENDALE ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Elizabeth J. Intewer
Notary Public - State of Florida
My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DECEMBER 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 20 day
of APRIL, 1981, before me personally appeared

JOSEPH and JACQUELINE Secretary HYMAN GOLDSTEIN President and
GREENTREE ASSOCIATION, INC., a Florida non-profit corporation, to
me known to be the persons who signed the foregoing instrument as
such officers, and severally acknowledged the execution thereof to
be their free act and deed as such officers, and for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation.

WITNESS my signature and official seal
at BOYNTON BEACH, said County and State, the day and year last
aforesaid.

Deborah C. [Signature]
Notary Public - State of Florida
My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DECEMBER 1984
BONDED THRU GENERAL INS. UNDERWRITERS

B3509 P0382

SCHEDULE BLEASES BETWEEN VILLAGE ROYALE ASSOCIATIONS LISTED BELOWANDORIGINAL LESSORS

-Column #1 Refers to Specific Association-

#1 ASSOCIATION	#2 DATE OF LEASE	#3 DATE RECORDED	#4 PALM BEACH PUBLIC RECORDS -BOOK & PAGE
Evergreen	3/22/72	3/27/72	B1994 P752
Greenbriar	3/22/72	7/11/72	B2031 P1798
Greenhaven	2/5/73	2/6/73	B2116 P1911
Greenbrooke	4/7/73	4/11/73	B2144 P685
Emerald Green	7/27/73	8/6/73	B2196 P1435
Greenside	11/6/73	11/9/73	B2236 P997
Greenridge	1/14/74	1/16/74	B2260 P426
Greenview	2/25/74	3/4/74	B2276 P368
Greenway	4/10/74	5/3/74	B2300 P901
Greenhill	4/10/74	6/14/74	B2317 P540
Forest Green	4/10/74	6/26/74	B2321 P732
Greenwood	4/10/74	9/30/74	B2354 P1814
Greendale	12/16/74	12/31/74	B2380 P363
Greentree	4/10/74	2/13/75	B2392 P305

B3509 P0383

EXHIBIT E-1

DESCRIPTION OF THE RECREATION AREA ON THE
WEST SIDE OF VILLAGE ROYALE ON THE GREENPARCEL 1:

Commence at the point of intersection of the North and West boundary lines of Block 32 as shown on the Amended Plat of Boynton Ridge, recorded in Plat Book 24 on page 28, Public Records of Palm Beach County, Florida; thence, N. 89° 54' 10" E. (assumed) along the said North line of Block 32 and its Westerly extension, a distance of 276 feet; thence, S. 0° 05' 50" E. a distance of 165 feet; thence S. 2° 11' 30" E. a distance of 120 feet; thence, S. 87° 48' 30" W., a distance of 80 feet; thence, S. 2° 11' 30" E. a distance of 80 feet; thence, S. 74° 10' 00" E., a distance of 73.05 feet; thence, N. 87° 48' 30" E., a distance of 92.21 feet; thence, S. 2° 11' 30" E. a distance of 80 feet; thence, S. 87° 48' 30" W. a distance of 179 feet; thence S. 2° 11' 30" E. a distance of 190 feet; thence S. 32° 30' 00" E., a distance of 178.78 feet; thence, N. 87° 48' 30" E., a distance of 81.41 feet to the point of beginning of the parcel to be herein described; thence, S. 2° 11' 30" E. a distance of 93.33 feet; thence, N. 87° 48' 30" E. a distance of 42.30 feet; thence, S. 2° 11' 30" E., a distance of 15 feet; thence, S. 89° 40' 25" E. a distance of 156.29 feet to a point in a curve concave to the Southeast, having a radius of 560 feet; thence, Northeasterly along the arc of said curve, formed by a central angle of 19° 52' 10", a distance of 194.20 feet; thence, N. 56° 35' 20" W. a distance of 103.10 feet; thence, S. 89° 30' 00" W., a distance of 230 feet; thence, S. 2° 11' 30" E., a distance of 106.67 feet to the point of beginning aforescribed.

1.25 ± Ac

EXHIBIT E-1
(Continued)

DESCRIPTION OF THE GOLF COURSE
WEST SIDE OF VILLAGE ROYALE ON THE GREEN

PARCEL 2:

Commence at the point of intersection of the North and West boundary lines of Block 32, as shown on the Amended Plat of Boynton Ridge recorded in Plat Book 24 on page 28, Public Records of Palm Beach County, Florida; thence N. $89^{\circ} 54' 10''$ E. (assumed), along the said North line of Block 32 and its Westerly extension, a distance of 276 feet; thence, S. $0^{\circ} 05' 50''$ E. a distance of 165 feet to the point of beginning of the parcel to be herein described; thence, S. $2^{\circ} 11' 30''$ E., a distance of 120 feet; thence, S. $87^{\circ} 48' 30''$ W., a distance of 80 feet; thence, S. $2^{\circ} 11' 30''$ E., a distance of 80 feet; thence, S. $74^{\circ} 10' 00''$ E. a distance of 73.05 feet; thence, N. $87^{\circ} 48' 30''$ E. a distance of 92.21 feet; thence S. $2^{\circ} 11' 30''$ E. a distance of 80 feet; thence S. $87^{\circ} 48' 30''$ W. a distance of 179 feet; thence S. $2^{\circ} 11' 30''$ E. a distance of 190 feet; thence, S. $32^{\circ} 30' 00''$ E. a distance of 178.78 feet; thence N. $87^{\circ} 48' 30''$ E. a distance of 81.41 feet; thence N. $2^{\circ} 11' 30''$ W. a distance of 106.67 feet; thence N. $89^{\circ} 30' 00''$ E. a distance of 230 feet; thence S. $56^{\circ} 35' 20''$ E. a distance of 103.10 feet, to a point in a curve concave to the Southeast, having a radius of 560 feet and a central angle of $10^{\circ} 52' 05''$; thence Northeasterly along the arc of said curve, a distance of 106.22 feet; thence N. $31^{\circ} 00' 30''$ W. a distance of 66.28 feet; thence S. $89^{\circ} 54' 10''$ W. a distance of 405.74 feet; thence, N. $2^{\circ} 11' 30''$ W., a distance of 65 feet; thence, N. $89^{\circ} 00' 00''$ E. a distance of 200 feet; thence N. $2^{\circ} 11' 30''$ W. a distance of 115 feet; thence S. $74^{\circ} 10' 00''$ E. a distance of 75 feet; thence, N. $15^{\circ} 30' 00''$ E. a distance of 57.91 feet; thence S. $89^{\circ} 54' 10''$ W. a distance of 2.18 feet; thence N. $15^{\circ} 30' 00''$ E. a distance of 108.05 feet; thence, N. $62^{\circ} 29' 12''$ W., a distance of 281 feet; thence N. $62^{\circ} 30' 00''$ W. a distance of 31.88 feet; thence, S. $89^{\circ} 54' 10''$ W. a distance of 82 feet to the point of beginning afore-described.

83509 P0385

EXHIBIT E-1
(Continued)

DESCRIPTION OF THE RECREATION AREA ON THE
EAST SIDE OF VILLAGE ROYALE ON THE BEACH

PARCEL 11

Commence at the intersection of the North and East Lines of Block 5, as shown on the Amended Plat of Boynton Ridge, ^{Boynton Beach} as recorded in Plat Book 24 on page 29, Public Records of Palm Beach County, Florida; thence S. 89° 54' 10" W., along the said North Line of Block 5 and its Westerly Extension, a distance of 861.15 feet; thence S. 00° 5' 50" E., a distance of 500.0 feet to a point of curvature of a curve concave to the Northwest said point of curvature also being the Point of Beginning of the parcel to be herein described; thence Southwesterly along the arc of a curve having a radius of 310.0 feet and a central angle of 36° 54' 09", a distance of 199.66 feet; thence S. 47° 47' 20" E., a distance of 136.92 feet; thence S. 00° 5' 50" E., a distance of 121.0 feet; thence N. 89° 54' 10" E., a distance of 130.85 feet; thence N. 00° 5' 50" W., a distance of 300.0 feet; thence S. 89° 54' 10" W., a distance of 100.0 feet; thence N. 00° 5' 50" W., a distance of 100.0 feet to the Point of Beginning afore described.

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

83509 P0386

EXHIBIT E-1
(Continued)

GOLF COURSE DESCRIPTION
(East Side Village Royale on the Green)

PARCEL 4

Commence at the intersection of the North and East Lines of Block 5 as shown on the Amended Plat of Boynton Ridge, as recorded in Plat Book 24, on page 28, Public Records of Palm Beach County, Florida; Thence S. $1^{\circ} 53' 20''$ E., along said East line of Block 5, a distance of 139.74 feet; Thence S. $89^{\circ} 54' 10''$ W., a distance of 147.20 feet; Thence S. $0^{\circ} 5' 50''$ E., a distance of 120.0 feet to the Point of Beginning of the parcel to be herein described; Thence S. $1^{\circ} 53' 20''$ E., a distance of 60.0 feet; Thence S. $88^{\circ} 06' 40''$ W., a distance of 180.0 feet; Thence N. $1^{\circ} 53' 20''$ W., a distance of 15.0 feet; Thence S. $88^{\circ} 06' 40''$ W., a distance of 45.0 feet; Thence S. $1^{\circ} 53' 20''$ E., a distance of 90.0 feet; Thence N. $88^{\circ} 06' 40''$ E., a distance of 225.0 feet; Thence S. $1^{\circ} 53' 20''$ E., a distance of 173.97 feet; Thence N. $77^{\circ} 47' 20''$ W., a distance of 280.67 feet; Thence N. $12^{\circ} 12' 40''$ E., a distance of 152.81 feet; Thence N. $1^{\circ} 53' 20''$ W., a distance of 66.49 feet; Thence S. $88^{\circ} 06' 40''$ W., a distance of 111.0 feet; Thence S. $15^{\circ} 26' 13''$ W., a distance of 525.20 feet; Thence S. $15^{\circ} 07' 0''$ E., a distance of 130.0 feet; Thence S. $74^{\circ} 53' 0''$ W., a distance of 70.0 feet; Thence S. $15^{\circ} 07' 0''$ E., a distance of 136.33 feet; Thence S. $12^{\circ} 12' 40''$ W., a distance of 67.16 feet; Thence N. $77^{\circ} 47' 20''$ W., a distance of 285.0 feet; Thence N. $12^{\circ} 12' 40''$ E., a distance of 105.0 feet; Thence S. $47^{\circ} 47' 20''$ E., a distance of 90.0 feet; Thence N. $42^{\circ} 12' 40''$ E., a distance of 105.0 feet; Thence N. $47^{\circ} 47' 20''$ W., a distance of 83.53 feet; Thence N. $0^{\circ} 5' 50''$ W., a distance of 6.77 feet; Thence N. $89^{\circ} 54' 10''$ E., a distance of 130.85 feet; Thence N. $0^{\circ} 5' 50''$ W., a distance of 300.0 feet; Thence S. $89^{\circ} 54' 10''$ W., a distance of 30.0 feet; Thence N. $0^{\circ} 5' 50''$ W., a distance of 170.0 feet; Thence N. $89^{\circ} 54' 10''$ E., a distance of 180.0 feet; Thence N. $0^{\circ} 5' 50''$ W., a distance of 100.0 feet; Thence S. $89^{\circ} 54' 10''$ W., a distance of 170.0 feet; Thence N. $0^{\circ} 5' 50''$ W., a distance of 75.0 feet; Thence N. $89^{\circ} 54' 10''$ E., a distance of 85.0 feet; Thence N. $44^{\circ} 54' 10''$ E., a distance of 33.0 feet; Thence N. $0^{\circ} 5' 50''$ W., a distance of 95.0 feet; Thence N. $89^{\circ} 54' 10''$ E., a distance of 270.0 feet; Thence S. $0^{\circ} 5' 50''$ E., a distance of 83.0 feet; Thence S. $44^{\circ} 54' 10''$ E., a distance of 56.57 feet; Thence N. $89^{\circ} 54' 10''$ E., a distance of 150.0 feet to the Point of Beginning of the parcel.

The above described parcel contains 4.9 acres, more or less.

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

83509 P.0387