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 OR BK 26958 PG 1924
 RECORDED 08/05/2014 12:40:19
 Palm Beach County, Florida
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 Pgs 1924 - 1983; (60pgs)

Prepared by and Return To:

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(Space Reserved for Clerk of Court)

**CERTIFICATE OF RECORDING AMENDED AND RESTATED
 DECLARATION OF CONDOMINIUM FOR
 VILLAGE ROYALE GREENHAVEN CONDOMINIUM AND
 AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS OF
 VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for Village Royale Greenhaven Condominium is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2116, at Page 1879 (the "Initial Declaration"); and

WHEREAS, the Articles of Incorporation and Bylaws for Village Royale Greenhaven Association, Inc. are attached as Exhibits thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Village Royale Greenhaven Association, Inc., a Florida not-for-profit corporation, held on **January 14, 2014**, the aforementioned Declaration of Condominium, Articles of Incorporation and Bylaws were amended and restated pursuant to the provisions of said Declaration of Condominium, Articles of Incorporation and Bylaws.

NOW, THEREFORE, the undersigned hereby certifies that the following Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are a true and correct copy of the Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws adopted by the membership at the above-referenced meeting of the Association, and that the attached Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws replaces the original Declaration of Condominium, Articles of Incorporation and Bylaws recorded at the Official Records Book and Page identified above. All exhibits to the Initial Declaration (specifically excluding the initially recorded Articles of Incorporation and Bylaws) that contain the legal descriptions, surveys, plot plans and graphic descriptions of improvements, as amended and supplemented, remain intact and unchanged and are hereby incorporated by reference as if attached hereto and made a part hereof:

**SEE ATTACHED AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR VILLAGE ROYALE GREENHAVEN CONDOMINIUM
AND THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS
FOR VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC.**

WITNESS my signature hereto this 30th day of JULY, 2014, at Boynton Beach, Palm Beach County, Florida.

WITNESSES

**VILLAGE ROYALE GREENHAVEN
ASSOCIATION, INC.**

John J. Dunne
Signature

By Jean Grant
President

John J. Dunne
(PRINT NAME)

[CORPORATE SEAL]

Phyllis Stingo
Signature

Phyllis Stingo
(PRINT NAME)

STATE OF FLORIDA)

) ss

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of JULY, 2014, by Jean Grant, as President of Village Royale Greenhaven Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me, or has produced _____ as identification and did take an oath.



Stacy L. Wagner (Signature)

Stacy L. Wagner (Print Name)

Notary Public, State of Florida at Large

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
VILLAGE ROYALE GREENHAVEN CONDOMINIUM

Boynton Beach, Palm Beach County, Florida

On **February 6, 1973**, the original Declaration of Condominium of Village Royale Greenhaven Condominium was recorded in the Official Records Book 2116, Page 1879 of the Public Records of Palm Beach County (the "Original Declaration"). The Original Declaration, as it was previously amended from time to time, is hereby further amended and restated in its entirety. The exhibits recorded with the Original Declaration, as each were amended from time to time, except as specifically provided below, are, by this reference, hereby and fully incorporated as the Exhibits to this Amended and Restated Declaration of Condominium of Village Royale Greenhaven Condominium (the "Declaration" or "Amended Declaration"), not limited to Exhibit "A", the Percentage of Common Elements as recorded in the Public Records of Palm Beach County in Official Records Book 2116, Page 1897; Exhibit "B", the graphical description of the improvements as recorded in the Public Records of Palm Beach County in Official Records Book 2116, Pages 1932 through 1951, and Exhibit "Y" titled Greenhaven as recorded in the Public Records of Palm Beach County in Official Records Book 2116, Page 1898, except for and specifically excluding Exhibits "C" and "D", the Articles of Incorporation and Bylaws, respectively, which are fully amended and restated as attached hereto as Exhibits to this Amended and Restated Declaration for Village Royale Greenhaven Association, Inc., a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), which said Association makes the following declarations:

1. **Purpose.** The purpose of this Amended and Restated Declaration is to submit, and continue to submit, the lands and improvements described in Exhibit "B", to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as it may be amended from time to time (the "Condominium Act" or the "Act"), and this Declaration.

1.1 **Name.** The name of this condominium is **VILLAGE ROYALE GREENHAVEN CONDOMINIUM** (hereinafter referred to as the "Condominium")

1.2 **Lands.** The lands previously owned by Developer, which, by the Original Declaration, were submitted to the condominium form of ownership, and were and are the lands described in Exhibit "Y" attached hereto and made a part hereof, which was and shall hereinafter continue to be known as "Condominium Property."

2. **Definitions.** The terms used herein shall have the meanings stated in the Condominium Act unless an alternative meaning is otherwise provided herein.

2.1 **"Apartment"** and **"Apartment Owner"** shall mean **"Unit"** or **"Unit Owner"**, respectively as such latter terms are defined by the Condominium Act and without regard to initial capitalization of such term(s) and may be further described in this Declaration.

2.2 **"Articles of Incorporation"** or **"Articles"** shall mean the Amended and Restated Articles of Incorporation, as amended from time to time, and attached hereto and incorporated herein as Exhibit "C".

2.3 **"Assessment"** means a share of the funds required for the payment of the condominium expenses which from time to time is assessed against the individual owner by the Association.

2.4 **"Association"** - Prior to the date of recording of the Original Declaration, there has been created under the laws of the State of Florida, VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC., a Florida not-for-profit corporation (previously defined and referred to as the "Association" in the introductory paragraph of this Declaration, above), which shall be responsible for the administration, operation, maintenance, repair and replacement of the Condominium Property and which shall have the powers and duties set forth in the Condominium Act, Chapter 617 of the Florida Statutes, as it may be amended from time to time (so long as it is not in conflict with the Condominium Act), this Declaration, the By-Laws, and the Articles.

2.5 **"By-Laws"** shall mean the Amended and Restated By-Laws for the government of the Condominium as they exist and may be amended from time to time attached hereto and incorporated herein as Exhibit "D".

2.6 **"Common Elements"** (a/k/a **"Common Property"**) means the portions of the Condominium Property not included in the Units, tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; an undivided share in the common surplus; other items as stated in this Declaration as well as the items stated in the Condominium Act. (See percentage of same appurtenant to each Unit on Exhibit "A" attached hereto.)

2.7 **"Common Expenses"** include: (1) all expenses of administration and management of the Condominium Property; (2) all expenses of maintenance, operation, repair, or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws, including, without limitation, the expenses of any insurance premiums and/or deductibles as set forth in Section 10 of this Declaration; (4) any valid charge against the Condominium as a whole; (5) social expenses for activities approved by the Association's Board of Directors (the "Board") and held on Condominium Property; and (6) the portions of Units to be maintained by the Association. (See Exhibit "A" for percentage of same for each Unit.) Common Expenses may also include the expense of providing bus service to unit owners and residents of this Condominium, on a non-exclusive basis with other

condominiums within the community and such other expenses as provided in the Condominium Act.

2.8 **"Common Surplus"** means the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses. (See Exhibit "A" for percentage of same to each Unit.)

2.9 **"Condominium"** (a/k/a the **"Apartment Building"**) shall mean and refer to that form of ownership of Condominium Property under which a Unit(s) is 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.

2.10 **"Condominium Act"** shall mean Chapter 718, Florida Statutes, as amended from time to time.

2.11 **"Condominium Property"** shall mean and refer to the lands submitted to the condominium form of ownership, as set forth in Section 1.2 above.

2.12 **"Developer"** shall mean the person(s) or entity(ies) responsible for the construction of the Condominium.

2.13 **"Declaration"** shall mean the within instrument together with the Exhibits described herein, which are incorporated herein by reference and made a part hereof, and shall include such amendments, if any, to the within instrument as may be adopted from time to time pursuant to the terms hereof.

2.14 **"Institutional Mortgagee"** is the owner and holder of a mortgage encumbering a Condominium parcel. Each unit owner shall have the right to mortgage or encumber their own respective Condominium parcel. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except their own "Unit" (as such term is hereinafter defined) inclusive of the Owner's interest in the appurtenances to the Unit to the extent lawfully permissible.

2.15 **"Recreational Area"** The ownership of the area designated as the Recreational Area or the Community Facilities in the "Trust Agreement" (as such term is hereinafter defined) 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 as was initially attached as Exhibit "E" to the Original Declaration and thereafter amended from time to time and as later superseded by the April 20, 1981 Recreational Trust Agreement, as amended, the contents of all of which are hereby incorporated by this reference (collectively, the "Trust Agreement"). All sums which the

Association, as "Beneficiary" (as such term is defined in the Trust Agreement), 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.

2.16 **"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 Condominium 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 their proportionate share thereof based upon their shares of the Common Expenses as set forth in Exhibit "A".

2.17 **"Their"** or **"Them"** In an effort to represent both male and female gender(s), and to provide for egalitarianism, the use of the term "their", without regard to capitalization, shall mean "his", "her", or "their" in singular or plural, as the context shall require.

2.18 **"Utilities"** Each Unit Owner shall pay for their own telephone, electricity and other utilities used within the Condominium Unit.

2.19 **"Utility Services"**, as used in the Condominium Act and as construed with reference to this Condominium, and 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-conditioning, garbage and sewage disposal for the Common Elements.

3. **Development Plan.** The Condominium is described and established as follows:

3.1 **Survey.** A survey of the land showing the improvement on it is attached hereto as Exhibit "B".

3.2 **Easements.** Easements are reserved through the Condominium Property as may be required for utility services in order to adequately serve the Condominium; provided however, such easements through a Unit shall be only according to the plans and specifications for the building containing the Unit, or as the building is constructed unless approved in writing by the Unit Owner.

3.3 **Improvements – General Description:**

3.3.1. **Apartment Building.** The Condominium includes an apartment type building consisting of a ground floor or lobby floor and three (3) additional floors making a total of four (4) floors, or as graphically described in Exhibit "B".

3.3.2. **Other Improvements.** The Condominium includes the interest of the Association in the Trust Agreement of the recreational area inclusive of certain automobile parking area(s) and landscaping.

3.4 Unit Boundaries. Each Condominium Unit (a/k/a "Apartment") 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:

3.4.1. The upper and lower boundaries of the Condominium Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

3.4.1.1 Upper Boundaries – The horizontal plane of the undecorated finished ceiling.

3.4.1.2 Lower Boundaries – The horizontal plane of the undecorated finished floor.

3.4.2. The Perimetrical Boundaries. The perimetrical boundaries of the Condominium Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Condominium Unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

3.4.3. Other Inclusions. The boundaries of the Condominium Unit shall specifically include the windows, window frames, doors, door frames and all window and door screens, and any hurricane shutters or other hurricane protection operated by the Association, as may be set forth in this Declaration or as authorized by the Condominium Act.

3.5 Type of Ownership. Initially, ownership of each Condominium parcel shall be by warranty deed from the Developer and, thereafter, by the Unit Owner conveying fee simple title to each Condominium Unit, together with the proportionate undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the proportionate undivided share in the Common Elements and the Common Surplus as described herein.

4. Units/Apartments.

4.1 Apartment Plan of Development. The Units of the Condominium are described more particularly in Exhibit "B" (the "Graphic Description") attached hereto and made part hereof. The legal description of each Unit shall consist of the identifying letter name or number of such Unit as shown on Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying letter, name or number, as shown on the survey, and every such description shall be deemed good and sufficient for all purposes.

4.2 Appurtenant to Apartment. Each Unit Owner shall own a divisible share in certain interests in the Condominium Property, which share and interest are appurtenant to their Unit (a/k/a "Condominium Parcel") including but not limited to the following items appurtenant to the Units as indicated:

4.2.1. **Percentage of Common Elements.** The percentage of Common Elements and Common Surplus in the undivided share in the land and other Common Elements and of the Common Surplus which are appurtenant to each Unit as indicated in Exhibit "A" attached hereto and made a part hereof.

4.2.2. **Automobile Parking Space.** The Common Elements, through the Trust Agreement, shall include parking areas for automobiles of the Unit Owners, which are subject to the parking and vehicle rules as may be adopted by the Board, from time to time. The Developer had the sole and exclusive right of assigning parking spaces in connection with the sale of Condominium Units and once assigned by the Developer parking spaces shall not thereafter be reassigned without the consent of the Unit Owner. No truck or other commercial vehicles shall be parked in any parking space except with the prior written consent of the Board, and except for such temporary parking as may be necessary to effectuate deliveries to the Condominium Units. Trailers of any kind may only be parked in areas designated by the Board. For the purpose of this Section, a "commercial vehicle" shall mean any vehicle as defined in section 320.01(26), Florida Statutes, as may be amended from time to time, in addition to any vehicle containing visible outside lettering on such vehicle designating a business of any kind and visible tools of trade, such as paint cans, tool boxes, etc. For purposes of enforcing this Section, the Board, in its sole discretion, may determine whether a vehicle constitutes a truck, commercial vehicle, or trailer, as well as determining whether any vehicle or the parking of any vehicle or a trailer constitutes a violation of this Section.

4.2.3. **Membership.** Association membership shall be as set out in the Articles and Bylaws set out in Exhibits "C" & "D" to THIS Amended and Restated Declaration.

4.2.4. **Liability for Common Expenses.** Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share in the Common Elements appurtenant to their Unit, as set forth in Exhibit "A" attached hereto and made a part hereof.

5. **Maintenance, Alterations and Improvements.** Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvement shall be as follows:

5.1 **Units** (a/k/a "Apartments").

5.1.1. **By the Association.** The Association shall maintain, repair and replace at the Association's expense:

5.1.1.1. All portions of a Unit, except interior surfaces, windows and screens, contributing to the support of the Condominium building, which portions shall include, but not be limited to outside walls of the Apartment building and all fixtures on its

exterior, boundary walls of Units, floor and ceiling slabs, load-bearing columns and load bearing walls; all Common Elements and limited Common Elements.

5.1.1.2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a Unit maintained by the Association; and all such facilities contained within an Apartment that service part or parts of the Condominium other than the Unit within which contained.

5.1.2. **By the Unit (a/k/a "Apartment") Owner.** The responsibility of the Apartment Owner shall be as follows:

5.1.2.1. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of their own unit; and such portions of the heating and air-conditioning equipment and other equipment, facilities or fixtures as are located or contained entirely within their own unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the Common Expenses. 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 as a Common Expense.

5.1.2.2. If, due to a negligent act or omission of a Unit Owner, or of a member of his family or of a guest or other authorized guest or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required, which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Any costs incurred by the Association pursuant to this Section shall be deemed to be an assessment against the Unit, collectible from the owner in the same fashion as any other assessment as provided for in Section 6 hereunder.

5.1.2.3. Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and window frames of their Unit and also of the doors leading on to the balconies, if any, adjacent to their unit, in addition to the front door of the Unit.

5.1.2.4. Each Unit Owner shall be responsible for, at their own expense, all of the decorating within their own Unit, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Unit Owner. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible to the exterior of the building shall be subject to the Rules and Regulations of the Association, including, without

limitation, the prior approval of the Board. No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior or of the Common Elements of the Condominium Unit building.

5.2 Common Elements.

5.2.1. By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense.

5.2.2. Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alteration nor further substantial improvement of the Common Elements without the prior written approval, in writing, by a majority of the quorum of the membership present at a duly-noticed membership meeting. However, notwithstanding the foregoing, and regardless of the length of time of the project, if the total project cost of the material alteration or substantial improvement to the Common Elements is less than Five-Thousand Dollars (\$5,000.00), the Board is authorized, without the advance approval of the membership, to undertake such alteration or improvement to the Common Elements.

5.2.3. Enforcement of Maintenance. In the event the owner of a Unit fails to maintain it as required above, the Association, or any other Unit Owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvement within the Unit in good condition. After or before such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision. To facilitate entry to the Unit, each Unit Owner shall deposit a key to the Unit with the Association. The Association and/or its authorized agents shall have the right to access the Unit when there is reasonable evidence of damage to Unit and/or the Common Elements, or in the event the Unit is vacant for more than one (1) month, or to determine compliance with the terms of this Declaration, the Articles, the By-Laws and the rules and regulations duly adopted by the Board, as may be amended from time to time.

Further, in the event a Unit Owner violates any of the provisions of this Declaration, not limited to Section 5.1 above, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner, and the repair and maintenance of any item requiring same, all at the expense of the Unit Owner, with such costs being an assessment against the Unit, collectible from the Owner in the same fashion as any other assessment as provided for in Section 6, hereunder.

6. **Assessments.** The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Condominium Act, this Declaration, the By-Laws and subject to the following provisions:

6.1 **Share of the Common Expenses.** Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the common surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the Units owned by them.

6.2 **Interest and Late Fees – application of payments.** Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the highest rate allowed by law, as may be amended from time to time, from the date when due until paid. Further, if any assessment is not paid on or before ten (10) days after the date when it is due, the Association may charge an administrative late fee at the highest amount permitted by law, as may be amended from time to time. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due.

6.3 **Lien for Assessments.** The Association shall have a lien against each Unit for any unpaid assessment against the owner thereof, and for any late fee or interest accruing thereon, which lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of Palm Beach County, Florida, by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due, and as in lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by the authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien to be prepared and recorded at his expense. All such liens shall relate back to the recording of the Original Declaration as provided for in the Condominium Act, and all such liens may be foreclosed by suit brought in the name of the Association, in like manner as if foreclosure of a mortgage on real property. Any first mortgagees who successfully foreclose their mortgage and, as a result, acquires title to the foreclosed unit as a result of the court ordered sale or by deed in lieu of foreclosure shall have such liability to the Association for prior financial obligations due against the Unit as required by and set out in the Condominium Act, as amended.

6.4 **Rental Pending Foreclosure.** In any foreclosure of a lien for assessments against the owner of a Unit subject to the lien where such owner has leased or otherwise rented their Unit, such Unit Owner shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. **Easements.** Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and each shall survive the termination of the Condominium.

7.1 **Utilities.** As may be required for utility services in order to adequately serve the Condominium and to adequately serve lands (other than the Condominium Property) now or hereafter owned by the Developer and the Lessors under the Trust Agreement which are adjacent to or in the vicinity of the Condominium Property.

7.2 **Pedestrian and Vehicular Traffic.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, central corridors, and other portions of the Common Elements, as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, the owner of the recreation area(s), owners and occupants of other apartment/condominium buildings located now or in the future, 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.

7.3 **Support.** Every portion of a Unit contributing to the support of the Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

7.4 **Perpetual Non-Exclusive Easement in Common Property.** The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of 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.

7.5 **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.

7.6 **Gutters and Downspouts.** Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units or any of them.

7.7 Easement for Unintentional and Non-Negligent Encroachments. In the event that any Unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment unto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the common property into any Unit for so long as such encroachment shall naturally exist.

8. Obligations of Members. In addition to the obligations and duties heretofore set out in Chapters 617 and 718 of the Florida Statutes, as they may be amended from time to time, the Declaration, or hereinafter set out in the Exhibits attached hereto, including, but not limited to, the Articles and the By-Laws, every Unit Owner shall:

8.1 not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows or doors or displayed in such manner as to be seen from the outside of the Condominium Building; and

8.2 not cover by shutters, screens or otherwise any windows or doors of their Unit without first obtaining prior written consent of the Board. From time to time, the Board may promulgate hurricane shutter specifications, which shall include, without limitation, color, style, and any other factors deemed relevant by the Board. The installation of any hurricane shutters/hurricane protection by an owner must comply with the specifications adopted by the Board, as well as all applicable Building Codes, as they may be amended from time to time.

8.3 **Apartments.** Each of the Units shall be occupied only as a single family private dwelling. For the purposes of this Section, the term "single family" shall be defined to include all persons related by blood, marriage, or adoption. Further, two (2) or more unrelated persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall also be deemed to constitute a "single family" under this Section. Notwithstanding anything to the contrary contained herein, each owner is responsible to abide by the occupancy restrictions set forth elsewhere in this Declaration, not limited to in Section 8.5.1 of this Declaration. No Unit may be divided or re-subdivided into a smaller unit. No more than two (2) persons shall occupy a one (1) bedroom Unit, and no more than four (4) persons shall occupy a two (2) bedroom Unit.

8.4 **Common Elements and limited Common Elements.** The Common Elements and limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

8.5 **Minors.** Because the Condominium is classified as "Housing for Older Persons," as such term is defined in Title VIII of the Civil Rights Act of 1968, as

amended, more commonly known as the Fair Housing Act, no persons who have not yet attained the age of eighteen (18) years shall be permitted to reside in any of the apartments except with the written consent of the Board. Individuals under such age may visit and temporarily reside in a Unit provided such temporary residence shall not exceed thirty (30) cumulative days within any consecutive twelve month period.

8.5.1. Occupancy. To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as Village Royale On The Green was designed as a Housing for Older Persons (fifty-five (55) years of age or over) community, it shall be required, as of the effective date, that at least one person fifty-five (55) years of age or older must continue to occupy the Unit. Owners, their family and guests under fifty-five (55) years of age and eighteen (18) years of age or older may reside in any Unit, as long as at least one of the occupants is over fifty-five (55) years of age. Notwithstanding same, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit owners, their family and guests between the ages of eighteen (18) and fifty-five (55) to occupy Units, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units in the Condominium having less than one occupant fifty-five (55) years or older, it being the intent that at least 80% of the Units shall at all times have at least one occupant fifty-five (55) years of age or older. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of adult occupancy.

8.6 Pets. 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, which may be maintained in a Unit, provided that the owner obtains the prior written consent of the Board. The Board reserves the right, in its sole discretion, to determine that a pet is, or has been, disturbing in any way the residents or their guests, so as to constitute a nuisance. Pets determined by the Board to be a nuisance must be immediately removed from the Condominium upon written notice from the Board. Pursuant to all applicable Federal and State laws, an owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a Unit, provided that the requesting owner or resident submits documentation from a qualified medical professional that demonstrates a sufficient connection between how the identified disability of the owner/residents impairs a major life activity, and the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy his or her Unit and assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain application materials from the Board, and must obtain the approval of the Board prior to bringing the animal to the Condominium. From time to time, the Board may adopt rules and regulations regarding emotional support/service animals and any other requirements as may be allowed by prevailing law.

8.7 Nuisances. No nuisance shall be allowed upon the Condominium Property, including, without limitation, any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents, or any noxious odors or unreasonably loud noises. The determination as to whether a particular action constitutes an impermissible nuisance shall be determined in the sole discretion of the Board, which determination shall be final. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of their Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

8.8 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

8.9 Leasing of Units. After approval by the Association as elsewhere required, entire Units may be rented provided the occupancy is only by the Lessee, his family and guests. To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as Village Royale On The Green was designed as an adult community classified as "Housing for Older Persons" as such is defined in the Fair Housing Act, it shall be required, as of the effective date of this amendment, that at least one person fifty-five (55) years of age or older must occupy a unit. Lessees, their family and guests under fifty-five (55) years of age and eighteen (18) years of age or older may reside in any unit, as long as at least one of the occupants is over fifty-five (55) years of age. No rooms may be rented and no transient tenants shall occupy any Unit, nor shall any lease of a Unit release or discharge the owner thereof of compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles and the By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles, and By-Laws, and all Unit Owners and tenants designate the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by any tenant of such covenant shall be an essential element of any such lease or tenancy agreement as if fully set out therein, whether oral or written and whether specifically expressed in such lease agreement or not.

8.9.1. Moratorium on Leasing. No Unit shall be leased during the first twenty-four (24) months following the acquisition of title to that Unit. In the event title to the Unit is acquired with a tenant in possession under a previously approved lease, the lease

may continue for the duration of the existing approved lease term. This Section shall not apply to any Unit owned by the Association.

8.9.2. Lease Terms. Lease terms shall be for a minimum of ninety (90) days and a maximum of one (1) year. No Unit shall be leased more than one (1) time in any twelve (12) month period. Any renewal of any original lease term must be approved, in advance, by the Board, as more particularly set forth in Section 12 of this Declaration. The Board shall disapprove any lease renewal if the owner or tenant fails to meet any of the "good cause" standards set forth in Section 12.7 of this Declaration. During the term of a lease, the owner retains the right to vote on all matters requiring membership consent, however, shall not have any use rights to any of the common areas and facilities of the VRG Owners League, Inc., including, without limitation, the clubhouse, tennis courts, pools, golf range, and/or parking lots.

8.9.3. Occupancy. Notwithstanding anything to the contrary contained herein or in the Rules and Regulations of the Association, any and all guests, whether a single or multiple guests, are permitted to occupy a Unit for no longer than a total of thirty (30) cumulative days in any twelve (12) month period, in the aggregate. Any further occupancy in excess of the total thirty (30) day period by any single guest shall be deemed to be a lease, regardless of whether consideration is paid. In such event, such guest or guests must submit the required application for approval, and be approved for occupancy, as elsewhere provided for herein. For purposes of this section, "guests" shall include any person present in any Unit or any portion of the Common Elements or Condominium Property, other than the Unit Owner, and any tenant(s) under an approved lease. Further, notwithstanding anything to the contrary contained herein, any single guest who occupies a Unit for more than thirty (30) cumulative days in any twelve (12) month period will be considered a tenant, regardless of whether consideration is paid, and such guest must submit the required application for approval, and be approved for occupancy, as elsewhere provided for herein.

8.10 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, limited Common Elements or Units. Notwithstanding anything herein contained, the right is specifically reserved in the Association to display any "For Sale" or "For Rent" signs or other displays or advertising as to any Unit which it may own.

8.11 Exterior Hallways. All doors between Units and exterior 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 exterior corridors are prohibited unless specifically authorized, in writing, by the Board.

8.12 Regulations. Reasonable regulations concerning the use of Condominium Property, including the use of the Units, may be made and amended from time to time by the Board in the manner provided by its Articles and By-Laws. Copies of such regulations and

amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

8.13 Corporate Ownership. Notwithstanding anything to the contrary contained herein, any person, including, without limitation, an individual or any non-natural person, such as a corporation, limited liability company, or any other business entity or trust, shall not acquire title, directly or indirectly, to more than two (2) Units in any single Condominium building at any one time. Further, in accordance with Section 12 of this Declaration, the Board shall not approve any application for sale or other conveyance, if the proposed transaction reflects that the prospective owner, including, without limitation, any individual or non-natural person, will be on the title, directly or indirectly, to more than two (2) Units in any single Condominium building at any one time. For purposes of this Section, a husband and wife are considered the same owner.

9. Association. The operation of the Condominium shall be by the Association which shall fulfill its functions pursuant to the Articles which are attached hereto as Exhibit "C", and the By-Laws which are attached hereto as Exhibit "D" and this Declaration.

9.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

9.2 Restraint Upon Assignment of Shares in Assets. The share percentage of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to their Unit.

9.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws. Matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be final and binding upon all Unit Owners.

9.4 Membership. Membership in the Association shall be pursuant to the Articles and By-Laws.

9.5 Right of Entry into Private Dwellings in Emergencies. In case of any emergency, to exercise the rights provided under the Condominium Act, or this Declaration, the Board of Directors of the Association or any other person authorized by it shall have the right to immediately enter a Unit for the purpose of remedying or abating the cause of such emergency, or to undertake any action authorized by this Declaration, or the Condominium Act. To facilitate

such entry, each Unit Owner shall deposit, under control of the Association, a key to their Unit(s).

9.6 **Right of Entry for Maintenance of Common Property.** Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the common element property, the owner of each Unit shall permit the Association, through its Board, manager(s) and the duly constituted and authorized agent of Association, to enter such Unit for such purpose, provided that such entry be made only at reasonable times and, when practical, with reasonable advance notice.

10. **Insurance.** The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 **Authority to Purchase.** All insurance policies upon the Condominium common property shall be purchased by the Association or its designated agents for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgages endorsements to the mortgages of Unit Owners. Such policies and endorsements shall be deposited with the "Insurance Trustee" as such term is hereinafter defined.

10.2 **Coverage(s).**

10.2.1. **Casualty.** All buildings and improvements upon the land including Units and all personal property of the Association included in the Condominium Property are to be insured in an amount as determined by the Board and in accordance with the coverage requirements set forth in the Condominium Act; such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

10.2.2. **Public Liability.** Public liability in amounts determined by the Board in its sole discretion.

10.2.3. **Workmen's Compensation.** Workmen's Compensation as shall be required to meet the requirements of law.

10.2.4. **Unit Owners.** All Unit Owners shall be required to obtain liability and property insurance for his or her Unit, which shall include sufficient coverage for all items set forth in the Condominium Act, as may be amended from time to time, to the extent such insurance is commercially available. Upon request, Unit Owners shall supply evidence of a currently effective policy of property and liability insurance to the Association. Alternatively, the Board, in their sole discretion, has the option, but not the obligation, to elect to have the Association purchase a policy of property and liability insurance as the agent for and on behalf of the Unit Owner. The cost of such policy, in addition to an administrative surcharge not to exceed

25% of the cost incurred by the Association to obtain the policy, may be treated as an assessment against the Unit Owner and his or her Unit, collectible in the same fashion as any other assessment provided for in this Declaration.

10.3 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association and shall be chargeable as a Common Expense and shall be assessed against and paid by each of the Unit Owners in proportion set forth and provided for in Exhibit "A".

10.4 **Insurance Trustee.** All proceeds covering casualty losses shall be paid to a national Bank as an insurance trustee or other designee of the Board(collectively hereinafter referred to as the "**Insurance Trustee**"), which Insurance Trustee shall be approved by the Board of Association. Alternatively, at the sole discretion of the Board, the Board may act as the Insurance Trustee. Unless the Board is acting as the Insurance Trustee, the Insurance Trustee shall not be liable for payments or premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee or designee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

10.4.1. **Common Elements.** Proceeds on account of Common Elements shall be held in as many undivided shares as there are Units in each building, the shares of each Unit Owner being the same as his share in the Common Elements, as same are stated in Exhibit "A".

10.4.2. **Apartments.** Proceeds on account of Units shall be held in the following undivided shares:

10.4.2.1. **Partial Destruction,** when the buildings are to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

10.4.2.2. **Total Destruction** of the buildings or when the buildings are to be restored to owners of all Units in the buildings, each owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

10.4.2.3. **Mortgagee(s).** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgagee which it may hold against a Unit(s), except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to

participate in the determination as to whether or not improvements will be restored after casualty.

10.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

10.5.1. Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provisions made therefor.

10.5.2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit 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 such mortgagee.

10.5.3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

10.5.4. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution.

10.5.5. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. Reconstruction or repair after casualty.

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

11.1.1. Loss Within a Single Unit. If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the beneficial Unit Owner(s), remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by them. Said 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 unit owner shall thereupon be fully responsible for the restoration of the Unit.

11.1.2. Loss Less than "Very Substantial". Where a loss or damage occurs to more than one Unit, or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial".

11.1.2.1. The Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

11.1.2.2. If the damage or loss is limited to the Common Elements, with no, or minimum damage or loss to any individual units, and if such damage or loss to the Common Elements is less than \$10,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

11.1.2.3. If the damage or loss involves individual units encumbered by institutional first mortgages, as well as Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of \$10,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, so long as it owns and holds any mortgage encumbering a Condominium unit. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagees' written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and Insurance Trustee, and deliver same to the Insurance Trustee.

11.1.2.4. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

11.1.2.5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), or if the Association is otherwise deficient in the funds needed to pay for the cost of restoration and repair, the Association shall promptly upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as it attributable to the cost of

restoration of the Common Elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the common elements, just as though all of said damage had occurred in the Common Elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by the Insurance Trustee to the proceeds available for the repair and restoration of the property.

11.1.3. **"Very Substantial" Damage.** As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss of damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage becomes payable. Should such "very substantial" damage occur, then:

11.1.3.1. The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

11.1.3.2. Thereupon, a membership meeting shall be called by the Board, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

11.1.3.2.1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored or repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the Condominium Act.

11.1.3.2.2. If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the costs thereof, or if the Association is otherwise deficient in the funds needed to pay for the cost of restoration and repair, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, then the Association shall immediately levy such assessment, and thereupon, the Association shall

proceed to negotiate and contract for such repairs and restoration, subject to the requirements set forth herein. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by the Insurance Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided above. To the extent that any insurance proceeds are paid over to the mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner and their unit shall be subject to special assessment for such sum.

11.1.3.3. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such finding made by the Board shall be binding upon all unit owners.

11.1.4. **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

12. **Sale or Lease.**

12.1 **Maintenance of Community Interests.** In order to maintain a community of congenial and financially responsible residents and thus protect the value of the Units, the transfer of Units by any owner other than the Association shall be subject to the following provisions so long as the Condominium exists and any of the Condominium buildings in useful condition exists upon the land which provisions each owner covenants to observe:

12.1.1. **Sale.** No Unit Owner may dispose of a Unit or any interest therein by sale, which includes a transfer via Quit-Claim Deed, without the prior written approval of the Association.

12.1.2. **Lease.** No Unit Owner may dispose of a Unit or any interest therein by lease without the prior written approval of the Association and provided the occupancy is only by the approved lessee and his or her family and guests.

12.1.3. **Gift.** If any Unit Owner shall acquire their title by gift, the continuance of their ownership of their Unit shall be subject to the written approval of the Association.

12.1.4. **Devise or inheritance.** If any Unit Owner shall acquire their title by devise or inheritance, the continuance of their ownership of their Unit shall be subject to the written approval of the Association.

12.1.5. **Other transfers.** If any Unit Owner shall acquire their title by any manner not heretofore considered in the foregoing subsections, the continuance of their ownership of their Unit shall be subject to the written approval of the Association.

12.2 **Approval by Association.** The approval of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner:

12.2.1. **Notice to Association.**

12.2.1.1. **Sale.** A Unit Owner intending to make a bona fide sale of their Unit or any interest therein shall give to the Association or its designee notice of such intention, together with the name and address of the intended purchaser, an executed copy of the proposed contract for sale and purchase, as approved by the Florida Association of Realtors, The Florida Bar, or such other instrument deemed acceptable by the Board and such other information concerning the intended purchase as the Association may reasonably require, which may include a personal interview with the prospective purchaser, at the discretion of the Board. Such notice at the Unit Owner's option may include, subject to Section 12.7 below, a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. In addition, in amounts not to exceed the highest allowed under the law, as may be amended from time to time, the Board may require the payment of a transfer fee. If the Board requires a transfer fee, and/or an interview, no application shall be considered complete without the payment of the transfer fee, the interview, as well as the delivery of such other information as may be required by the Board.

12.2.1.2. **Lease.** A Unit Owner intending to make a bona fide lease of their Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lease as the Association may reasonably require, including an executed copy of the proposed lease, with such lease agreement being in substantially similar form as the lease agreement approved by The Florida Bar, and a personal interview with the intended lessee, at the discretion of the Board. Further, in amounts not to exceed the highest allowed under the law, as it may be amended from time to time, the Board may require the payment of a transfer fee, as well as a security deposit to protect against damages to the Common Elements or Condominium Property.

12.2.1.3. **Gift, Devise or Inheritance, other Transfers.** A Unit Owner who has obtained their title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquisition of their title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

12.2.1.4. **Failure to Give Notice.** If the notice or completed application materials to the Association herein required are not given or received, then at any

time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, or its designee, at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

12.2.2 Certificate of Approval.

12.2.2.1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and completed application materials the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in writing and executed by the President of the Association or the designee of the Association.

12.2.2.2. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and completed application materials the Association or its designee must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in writing and executed by the President and Secretary of the Association and shall be delivered to the lessee.

12.2.2.3. Gift, Devise or Inheritance, other Transfers. If the Unit Owner giving notice has acquired their title by gift, devise or inheritance or in any other manner then within thirty (30) days after receipt of such notice and completed application materials the Association must either approve or disapprove the continuance of the Unit Owner's ownership of their Unit. If approved, the approval shall be stated in writing and executed by the President of the Association or its designee and shall be delivered to the Unit Owner.

12.2.3. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser or a Unit is a corporation or any other business entity or a non-natural person, the approval of ownership by the corporation, business entity, or any other non-natural person may be conditioned by requiring that all persons occupying the Unit be also approved, in advance, in writing, by the Association.

12.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

12.3.1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and completed application materials the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase by a purchaser approved by the Association, or the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

12.3.1.2. The purchase price shall be paid in cash, or upon terms approved by the seller.

12.3.1.3. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchaser or within ten (10) days after the determination of the sales price if such is by arbitration, whichever is the later, or at such other time as is agreed upon by the seller and the purchaser.

12.3.1.4. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in their agreement to purchase, the, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a written approval as elsewhere provided.

12.3.2. **Lease.** If the proposed transaction is a lease, then within thirty (30) days after receipt of the notice and all other completed application materials required by the Association, the Association must either approve or disapprove the proposed lease. If the lease is disapproved, the lease shall not be made and the Unit Owner shall be advised of the disapproval in writing.

12.3.3. **Gifts, devise or inheritance, other transfers.** If the Unit Owner giving notice has acquired their title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and any other completed application materials required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

12.3.3.1. The sale price shall be the fair market value determined by agreement between the seller and 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 accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators

may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

12.3.3.2. The purchase price shall be paid in cash, or upon terms approved by the seller.

12.3.3.3. The sale shall be closed within ten (10) days following the determination of the sale price, or at such other time as agreed to by the parties.

12.3.3.4. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in their agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

12.4 Mortgage. No Unit Owner may mortgage their Unit nor any interest therein without the prior written approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of Section 12.1 titled "Maintenance of Community Interests" shall not apply to any Unit owned by the Association, a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or their successor in title or through foreclosure proceedings, nor shall such provisions apply to a transfer sale or lease by a bank, life insurance company or federal savings and loan associations which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

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

12.7 Facial Disqualifications. Notwithstanding anything to the contrary contained in this Declaration, the Board shall have the right to disapprove a proposed sale, gift, or lease of a Unit by considering the following factors as constituting "good cause" for such disapproval, however, the Board is not required to provide such specific reason for disapproval.

12.7.1. The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or the person has been charged with any such felonies and the person was not acquitted or the charges were not dropped.

12.7.2. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association.

12.7.3. The application for approval on its face indicates that the person seeking approval intends to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium. By way of example, but not limitation, an owner allowing an applicant to take possession of the Unit prior to approval by the Association as provided for herein, shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions.

12.7.4. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application.

12.7.5. The owner requesting approval has had fines levied against him or her which have not been paid.

12.7.6. All assessments and other charges against the Units have not been paid in full.

12.7.7. **Economic Criteria.** So as to insure the availability of sufficient funds for the operation and management of the Condominium, economic criteria shall be a factor in whether an applicant qualifies for Unit ownership. From time to time, the Board shall have the ability to establish economic criteria of all applicants for purchase and/or gift what will be reasonably designed to address the financial capability of a prospective purchaser/done to meet the financial obligations of Unit ownership. Such criteria shall include, but not be limited to, access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for the disapproval of applicant(s) for purchase/gift as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

12.8 Notice of Lien or Suit.

12.8.1. **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien recorded, or otherwise asserted, against their Unit other than for permitted and non-defaulting mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

12.8.2. **Notice of Suit.** A Unit Owner shall give notice to the Association of every suit or other proceedings which may affect the title to their Unit, such notice to be given five (5) days after the Unit Owner receives knowledge thereof.

12.8.3. **Failure to Comply.** Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

13. The Association shall contribute its proportionate shares of the monies required for the maintenance and operation of such property and facilities as operated and/or maintained by the VRG Owners League, Inc., as well as the community facilities as required under the Trust Agreement which such expenses are considered a part of the Common Expenses of the Association. Said proportionate shares shall be arrived at by totaling the annual expenses to operate and maintain the foregoing community facilities first dividing same by twelve (12), and then dividing the quotient by the total number of Units in the complex known as Village Royale on the Green, which is eight-hundred and eighty (880). The last quotient shall then be multiplied by the number of Units in this Condominium, the result being the proportionate obligation of Association for each month until recomputed.

14. **Reserved**

15. **Compliance and Default.** Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Act, this Declaration, the By-Laws, Articles and Rules and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

15.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of their family or their guests, employees, or lessees. Any costs incurred by the Association pursuant to this Section shall be deemed to be an assessment against the subject Unit Owner, collectible in the same fashion as any other assessment as provided for in Section 6 of this Declaration.

15.2 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the By-Laws and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations of the Association, and the Unit Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its

costs and attorneys' fees so incurred from the Unit Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorneys' fees so incurred shall be deemed to be a special assessment against the Unit Owner and his or her Unit and shall be collectible in the same fashion as any other assessment as provided in Section 6 of this Declaration.

15.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15.4 Fining. In addition to the means for enforcement provided elsewhere herein, and pursuant to the Condominium Act, not limited to Section 718.303, Florida Statutes, as may be amended from time to time, the Association shall have the power to impose fines in the maximum amount permitted by law, as may be amended from time to time, against any Owner for any violation of the Declaration, Articles, By-Laws or Rules and Regulations, or against the owner for any violations of the Declaration, Articles, By-Laws or Rules and Regulations by their family members, their guests, employees, agents, lessees, or invitees. This remedy shall be cumulative to other remedies available to the Association under the Declaration, Articles, By-Laws, or Rules and Regulations, and nothing herein shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the various documents of the Association in addition to fining, including, but not limited to, legal action for damages or injunctive relief.

16. Amendment of Declaration.

16.1 This Declaration may be amended by the written consent or affirmative vote of a majority of the Condominium parcel owners of this Condominium present in person or proxy at a duly noticed membership meeting.

16.2 A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida. Provided however:

16.2.1. That no amendment to this Declaration shall impair any rights or privileges of a mortgagee unless all mortgagees consent to such amendment as to all mortgagees of record prior to the recording of this Amended and Restated Declaration.

16.2.2. That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the Common Elements as hereinabove stated, nor decreasing or increasing a unit owner's liability, or proportionate liability, for Common Expenses, unless the Unit Owner or Unit Owners so affected shall join in the execution of the amendment.

17. **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 99-Year Recreational Lease shall also be required to the extent such lawful rights exist. 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 99-Year Recreational Lease, 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 until 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:

17.1 **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 option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall affect a separate contract between each seller and their purchaser.

17.2 **Price.** The sale price for each Unit 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 their existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit, and a judgment 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.

17.3 **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 duly constituted meeting of at least ninety (90%) percent of the Condominium owners to be so assessed.

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

17.5 **Owner consent.** The section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

18. **Covenants.** All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and their heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

19. **Invalidation and Operation.**

19.1 The invalidity 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, and the Articles, By-Laws and regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

19.2 In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in this 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 those of the incorporators of the Association.

20. **Remedies.** Without intention of limitation of any other available lawful, remedy in the event of any default by any Unit Owner under the provisions of the Condominium, this Declaration, the By-Laws or Rules and Regulations of the Association, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act (except as otherwise provided in this Declaration or the By-Laws), Declaration, By-Laws or said Rules and Regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. As set forth in Section 718.1255 of the Florida Statutes, as may be amended from time to time, a dispute involving the authority of the Board of Directors to require any owner to take any action, or not to take any action, involving that owner's unit or the appurtenances thereto, shall be resolved by the statutory mandatory nonbinding arbitration proceedings, including, without limitation, the requirement that the Association provide the subject owner with a written demand for relief and a reasonable opportunity to comply. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate

shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of their addition and improvements thereto and upon all of his personal property in their Unit or located elsewhere on the property. In the event of any such default by any Unit Owner, the Board and the manager, or managing agent if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expense in connection therewith shall be charged to and assessed against such defaulting Unit Owner and shall be collectable in the same manner as assessments. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

21. **Rights and Obligations.** The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. To the extent applicable the said covenants shall also inure to the benefit of all parties to the Trust Agreement, as amended.

22. **Interpretation.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally constructed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718 of the Florida Statutes, as it may be amended from time to time.

IN WITNESS WHEREOF, Village Royale Greenhaven Association, Inc., a Florida corporation, has caused these presents to be signed in its name by its appropriate officer, and attested by its Secretary, this 30th day of JULY, 2014.

ATTEST:

Village Royale Greenhaven Association, Inc.

John Dunne
John Dunne, Secretary

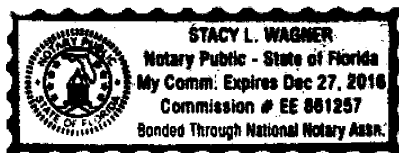
By: Jean Grant
Jean Grant, President

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 30th day of JULY, 2014, before me personally appeared John Dunne^{Secy} and Jean Grant, President of Village Royale Greenhaven Association, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Amended and Restated Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers.

WITNESS my signature and official seal at the County and State aforesaid on the day and year last aforesaid.

My Commission Expires:



Stacy L. Wagner
Notary Public, State of Florida

EXHIBIT "A"
Percentage Allocations

EXHIBIT "A"
VILLAGE ROYALE ON THE GREEN
GRENNHAVEN

PRIVATE DWELLINGS	PERCENTAGE OF COMMON ELEMENTS EXPENSE PER EACH APARTMENT	PRIVATE DWELLINGS	PERCENTAGE OF COMMON ELEMENTS EXPENSE PER EACH APARTMENT
101	1.60%	301	1.60%
102	1.60%	302	1.60%
103	1.60%	303	1.60%
104	1.60%	304	1.60%
105	1.22%	305	1.22%
106	1.22%	306	1.22%
107	1.22%	307	1.22%
108	1.22%	308	1.22%
109	1.22%	309	1.22%
110	1.22%	310	1.22%
111	1.60%	311	1.60%
112	1.60%	312	1.60%
113	1.60%	313	1.60%
114	1.60%	314	1.60%
115	1.22%	315	1.22%
116	1.22%	316	1.22%
117	1.22%	317	1.22%
118	1.22%	318	1.22%
201	1.60%	401	1.60%
202	1.60%	402	1.60%
203	1.60%	403	1.60%
204	1.60%	404	1.60%
205	1.22%	405	1.22%
206	1.22%	406	1.22%
207	1.22%	407	1.22%
208	1.22%	408	1.22%
209	1.22%	409	1.22%
210	1.22%	410	1.22%
211	1.60%	411	1.60%
212	1.60%	412	1.60%
213	1.60%	413	1.60%
214	1.60%	414	1.60%
215	1.22%	415	1.22%
216	1.22%	416	1.22%
217	1.22%	417	1.22%
218	1.22%	418	1.22%

WEB2116 PM1897

RICHARD B. GOSPEL, P.A. ATTORNEYS AT LAW, 505 LINCOLN ROAD, MIAMI BEACH, FLORIDA 33139

EXHIBIT "B"
Graphical Description

Exhibit B and reference thereto is set out in the Public Records of Palm Beach County in Official Records Book 2116, Pages 1932 through 1951.

NOT A CERTIFIED COPY

EXHIBIT "C"
Articles of Incorporation

NOT A CERTIFIED COPY

EXHIBIT "C"

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC. (A Florida
corporation not-for-profit)

Initially capitalized terms set forth in these Articles of Incorporation shall have such meaning as set forth in the Declaration (as such term is hereinafter defined, unless a definition is provided herein, in which case the latter shall control).

In order to form a non-profit corporation under and in accordance with Florida Statutes, the undersigned associate themselves for the purpose and with the powers hereinafter mentioned:

ARTICLE I

The name of the corporation shall be VILLAGE ROYAL GREENHAVEN ASSOCIATION, INC. (the "Association").

ARTICLE II

The purpose of this corporation is the operation and management of a condominium known as VILLAGE ROYALE GREENHAVEN CONDOMINIUM (the "Condominium"), or any other condominium which may be established in accordance with Florida Statutes, upon property situated in Palm Beach County, Florida (the "Condominium Property"), and to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions and authorizations contained herein and the Declaration of Condominium as amended (the "Declaration") which was initially recorded in Official Records Book 2116, at Page 1879 of the Official Records of Palm Beach County, Florida, and this Association; and to own, operate, lease, sell, trade and otherwise deal with the Condominium Property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

ARTICLE III

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a Florida corporation not-for-profit which are not in conflict with the terms of the

following: (1) Chapter 718, Florida Statutes (the "Condominium Act"), (2) the Declaration, (3) the Articles and (4) the By-Laws, as all of which may be amended from time to time.

2. The Association shall have all of the powers of a condominium association under and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), as may be amended from time to time, and Chapter 617, Florida Statutes, as it may be amended from time to time, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

2.1. To make, establish and enforce reasonable rules and regulations governing the use of "Condominium units", "common elements", "limited common elements" and the "Condominium Property" as such terms may be defined in the Declaration.

2.2. To make and collect assessments against members as Unit Owners, to defray the costs, expenses and losses of the Condominium, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

2.3. To maintain, repair, replace and operate the Condominium Property; specifically including all portions of the Condominium Property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration, the By-Laws and the Condominium Act, as may be amended from time to time.

2.4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members, as Unit Owners (a/k/a Apartment Owners").

2.5. To reconstruct improvements on the Condominium Property after casualty or other loss, and the further improvement of the Condominium Property.

2.6. To enforce, by legal means, the provisions of the Declaration, the By-Laws, the Rules and Regulations, and all documents referred to in the Declaration and these Articles.

2.7. To contract for the management of the Condominium Property and to delegate such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Association's Board of Directors (the "Board"), or the members of the Association.

2.8. To acquire and enter into agreements whereby the Association acquires leaseholds, memberships or other possessory or use interests in land or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

2.9. To acquire, by purchase or otherwise, Condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

2.10. To approve or disapprove the transfer, mortgage and ownership of Units as may be provided by the Declaration and the By-Laws.

2.11. To employ personnel to perform the services required for proper operation of the Condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws and shall be exercised by the Board unless such matters under consideration are specifically reserved to the members.

ARTICLE IV

1. Until such time as this Association is vested with an interest in the condominium by the recordation in the public records of Palm Beach County, Florida, of the Declaration, or until such time as provided for in ARTICLE VII, the membership of this Association shall be comprised of the subscribers to these Articles. Each subscriber shall be entitled to one vote on all matters on which the membership shall be entitled to vote.

2. Membership in the Association shall be established by the acquisition of ownership of fee title to or fee interest in a Unit in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation among the public records of Palm Beach County, Florida, of the Deed or other instrument establishing the acquisition and designating the Condominium Unit affected thereby. The owner designated in such deed or other instrument shall thereupon become a member of this Association, and the membership of the prior owner in this Association as to the parcel designated shall be terminated. The

share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at 230 N.E. 26th Avenue, Boynton Beach, Palm Beach County, Florida, or at such other place or places as the Board may determine from time to time.

ARTICLE VII

1. The affairs of this Association shall be managed by the Board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination, shall consist of three (3) directors. The members of the first Board need not be members of the Association.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws, and in accordance with the Condominium Act, as may be amended from time to time.

3. The names and addresses of the initial subscribers to these Articles and the members of the first Board who held office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Irving Gross	2121 N.E. First Court, Boynton Beach, Florida
Emanuel Marks	2121 N.E. First Court, Boynton Beach, Florida
Jerry A. Gross	605 Lincoln Road, Miami Beach, Florida

ARTICLE VIII

1. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board. The Board, or President, with the approval of the Board, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist

in the administration of the operation or management of the Condominium and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or a director or officer of the Association, as the case may be.

2. The Board shall elect the President, Secretary and Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from among the membership of the Board, but no other Officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

The names and addresses of the original officers who served until their successors were duly appointed by the Board of Directors were as follows:

PRESIDENT	Irving Gross	2121 N.E. First Court Boynton Beach, Florida
SECRETARY/TREASURER	Emanuel Marks	2121 N.E. First Court Boynton Beach, Florida
VICE PRESIDENT	Jerry A. Gross	605 Lincoln Road Miami Beach, Florida

The names and addresses of the current officers who shall serve until their successors are duly appointed by the Board of Directors are as follows:

PRESIDENT	Jean Grant	230 NE 26th Ave, Unit 108 Boynton Beach, Florida 33435
VICE PRESIDENT	Bill Graziadei	230 NE 26th Ave Boynton Beach, Florida 33435
SECRETARY	John Dunne	230 NE 26th Ave, Unit 203 Boynton Beach, Florida 33435

TREASURER

Tony Celona

230 NE 26th Ave, Unit 203

Boynton Beach, Florida 33435

ARTICLE X

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and costs, reasonably incurred or imposed upon him or her in connection with any processing to which he or she may be a party, or in which he may become involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or willful malfeasance or misfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI

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

ARTICLE XII

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

1. Notice of the subject matter of the proposed amendments shall be included in the notice of any meeting at which such proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board or by the membership of the Association, and after being proposed and approved by any such bodies, the proposed amendment must be submitted for approval and thereupon received such approval by the other. Such approval must be by a majority of the members of the Association at a duly-noticed meeting of the membership; and such approval must be by two-thirds (2/3) of the members of the Board.
3. No amendment may be made to these Articles which shall be in any manner adduce, amend, affect or modify the provisions and obligations set forth in the Declaration.

EXHIBIT "D"

Bylaws

NOT A CERTIFIED COPY

EXHIBIT "D"**AMENDED AND RESTATED BYLAWS****VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC.**

Initially capitalized terms set forth in these Bylaws shall have such meaning as set forth in the Declaration (as such term is hereinafter defined, unless a definition is provided herein, in which case the latter shall control).

1. **Identity.** These are the Amended and Restated Bylaws of VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC. (the "Association"), a corporation not-for-profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Florida Statutes, identified as VILLAGE ROYALE GREENHAVEN CONDOMINIUM, (the "Condominium"), located upon the lands described in Exhibit "Y" attached hereto and made a part hereof.

1.1 The principal office of the Association shall be in Boynton Beach, Palm Beach County, Florida.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 If utilized by the Association, the seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non Profit" or "not-for-profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. **Members.**

2.1 **Qualification.** The members of the Association shall consist of all record owners of Units in the Condominium which membership shall become effective upon a party becoming a record title owner in the Condominium. Until recording of the initially recorded Declaration of Condominium (the "Declaration"), the members consisted of the subscribers.

2.2 **Change of Membership.** Following written approval of the Board of Directors of the Association (the "Board") elsewhere required, change of membership in the Association shall be established by recording in the public records of Palm Beach County, a deed or other instrument establishing a record title to a Unit in the Condominium, the grantee in such instrument thus becoming a member of the Association; the membership of the prior owner thereby being terminated.

2.3 Voting Right(s). The members of the Association shall be entitled to cast one (1) vote for each unit owned by them.

2.4 Designation of Voting Representative. If a unit is owned by one person, his or her right to vote shall be established by the record title to their unit in the Condominium. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the record owners of the unit. If a unit is owned by a corporation or any other non-natural person or entity, including, but not limited to, a Limited Liability Company and/or Trust, the person entitled to cast a vote for the apartment shall be designated by a certificate signed by the President or authorized representative of the corporation, or other non-natural person or entity. 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 or other authorized designee of the Association, as determined by the Board from time to time, to be valid.

2.5 Restraint upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to their unit.

2.6 Vote Required. Except where otherwise required under the provisions of the Articles of Incorporation of the Association (the "Articles"), these Bylaws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the units in the Condominium represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at such date, time and locations as shall be determined each year by the Board for the purpose of electing directors and transacting such other business authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the Board and must be called by the Board upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership.

3.3 Notice of all Members' Meetings. Notice of all members' meetings, stating the time, location and the items for which the meeting is called, shall be given unless waived in writing. Such notice shall be in writing and furnished via regular first class U.S. mail or through electronic transmission to each member at his physical or email address as it appears on the books of the Association, and shall be mailed/delivered not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving notice. Notice of meeting may be waived before or after meeting. In lieu of physical mailing, notice of any members' meeting may be provided via electronic transmission to any owner who consents to receive notice by electronic transmission, or as otherwise provided in Chapter 718, Florida Statutes (the "Condominium Act"), as may be amended from time to time.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast twenty-five (25%) percent of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Condominium Act, the Declaration, the Articles, or these Bylaws, as they may be amended from time to time. Joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein, and must be filed with the Secretary or an authorized designee of the Association, as determined by the Board from time to time, before the appointed time of the meeting or any adjournment thereof.

3.6 Adjourned Meeting. If any meeting of the members cannot be organized because a quorum has not been reached, the members present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings and as far as practical at all other members' meetings, shall be:

- A. Calling of the roll and certifying of proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers.
- E. Reports of committees.

- F. Election of directors.
- G. Unfinished business.
- H. New business.
- I. Adjournment.

3.8 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within thirty (30) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Board of Directors.

4.1 Membership. Affairs of the Association shall be managed by the Board consisting of not less than three (3) persons. The number of directors shall be established by the Board from time to time.

4.2 Election of directors shall be conducted in the following manner:

4.2.1. The members of the Board shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association, and shall serve for a term of one (1) year.

4.2.2. Any eligible member desiring to be a candidate for the Board must give written notice to the Association before the scheduled election at the time and in the manner provided by the Condominium Act, as may be amended from time to time.

4.2.3. Election shall be by ballot, and each person voting shall be entitled to cast their vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4.3 Any director may be removed by concurrence of a majority vote of the vote of the entire membership at a special meeting of the members called for that purpose, or by any other manner provided by the Condominium Act, as may be amended from time to time. The vacancy on the Board so created shall be filled by the remaining directors.

4.4 The organization meeting of the newly elected Board may be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally, or by mail, telephone or telegraph, or by electronic transmission to any director who consents to receiving notice by electronic transmission at least three (3) days prior to the day named for such meeting.

4.6 Special meetings of the directors may be called by the President, and must be called by the Secretary, at the written notice of one-third (1/3) of the directors. Not less than three (3) days' notice of a meeting shall be given personally or by mail, telephone, telegraph or by electronic transmission to any director who consents to receiving notice by electronic transmission, which notice shall state time, location and purpose of the meeting.

4.7 **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 **Quorum.** A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting which a quorum is present, shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

4.10 **Adjourned Meeting.** If at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

4.11 **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

4.12 The presiding officer of a directors' meeting shall be the Chairman of the Board, if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their members to preside.

4.13 The order of business at directors' meetings shall be as follows, unless varied by a majority vote of the directors present at the meeting:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers and committees.
- E. Election of officers.
- F. Unfinished business.
- G. New business.
- H. Adjournment.

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

4.15 **Powers and Duties of Board of Directors.** All of the powers and duties of the Association shall be exercised by the Board, its agents, contractors or employees, subject only to approval by the members when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following:

4.15.1. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members.

4.15.2. To contract for management of the Condominium and to delegate to the contractor or the management company all powers and duties of Association and the Board, except such as are specifically required by the Declaration or these By-Laws to have approval of the Board or members of the Association.

4.15.3. To acquire and enter into agreement whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands, or facilities whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses.

4.15.4. To pay all costs of power, gas, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate private apartments.

4.15.5. To enforce by legal means, the provisions of the Articles and these Bylaws, the Declaration and the regulations hereinafter promulgated governing use of the Condominium property.

4.15.6. All powers and duties allowed by Chapter 718, the Condominium Act and, when not in conflict, Chapter 617, Florida Statutes, as both may be amended from time to time, to a non-profit condominium association.

4.15.7. To enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the Condominium.

4.15.8. Notwithstanding anything to the contrary contained in these Bylaws or the Declaration, no unit owner shall be permitted to combine multiple units into a single unit.

5. Officers.

5.1 **Officers and Election.** The executive officers of the Association shall be a President, who shall be a director; a Vice President, a Treasurer, a Secretary and Assistant Secretary, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Vice-President or Secretary or an Assistant Secretary. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 **President.** The President shall be the Chief Executive Officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the powers to appoint committees from among the members from time to time, as he or she may, in his or her discretion, determine appropriate, to assist in the conduct of the affairs of the Association. He or she shall serve as Chairman of all Board and members' meetings, except that individual committees may be chaired by a party other than the President.

5.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President.

He or she shall also generally assist the President and exercise such other powers, and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association, and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidence of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices, and he or she shall perform all of the duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by the manager employed by the Association.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. This provision does not preclude the Board from employing directors as employees of the Association, nor does it preclude them from contracting with directors for the management of the Condominium.

6. Fiscal Management.

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

6.1.1. The Association shall initially operate on a calendar year; at any time, on its own motion and by a majority vote of the Board, it may adopt a fiscal twelve (12) month year in lieu of the calendar year.

6.1.2. The funds and expenditures of the Association may, at the discretion of the Board, be credited and charged to accounts as follows:

6.1.2.1 Current expenses shall include all funds and expenditures to be made within the year, including the payment to managing companies, if any, and payments under any long term recreational lease, for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

6.1.2.2 Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6.1.2.3 Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.1.2.4 As to the obligations to be performed by the management company, no budget need be established except an indication as to the total amount to be paid each month by the Association and owners to the management company for the responsibilities and duties to be performed by the management company. The management company is to determine the allocation and distribution of said funds in accordance with the maintenance agreement.

6.2 **The Budget.** The Board shall, in conjunction with the management company, where applicable, adopt a budget for each year as above-stated.

6.3 Assessments against the apartment owners for their share of the items of the budget shall be made annually in advance, or on such date as the Board may determine. Such assessments shall be due in twelve (12) equal monthly installments, each of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made, as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly payments therein shall be due upon the first day of each month until changed by amended assessment. If the assessment is insufficient, same may be amended at any time by the Board. The unpaid assessments for the remaining portion of the year for which the amended assessment is made shall be due on the day provided by the Board.

6.4 Depository of the Association will be such banks and/or savings and loan associations in the State of Florida, as shall be designated from time to time by the directors, in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of the maintenance agreement between the Association and the management company, relative to the subject matter of this section, shall supersede the provisions hereof.

6.5 Fidelity bonds may be required by the Board from all officers and employees of the Association, and from any contractor handling or responsible for Association funds except the original officers and directors of this Association and except for Village Royale Management Company, Inc. The amount of such bond shall be

determined by the directors, and the premiums on such bond shall be paid by the Association.

6.6 Copies of the budget and proposed assessments shall be transmitted to each member of the Association in accordance with the Condominium Act, as may be amended from time to time. If the budget is amended by the Board, a copy of the amended budget shall also be furnished to each member of the Association.

6.7 **Acceleration of Assessment Installments Upon Default.** If a unit owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner.

6.8 The termination of membership in the Association shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

6.9 The Association shall prepare a financial report in accordance with the requirements set forth in the Condominium Act, as may be amended from time to time.

7. **Rules and Regulations.**

7.1 **As to Common Elements.** The Board may, from time to time, adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners.

7.2 **As to Condominium Units.** The Board may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same became effective.

7.3 Rules and regulations shall apply to and be binding upon all owners in the Condominium, and shall be as promulgated by the Board from time to time, together with the rules and regulations and use and occupancy restrictions set out in the Declaration.

8. Default.

8.1 As more particularly set forth in the Declaration, if any member shall fail or refuse to make payments of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the Association, including his or her unit. The Board shall have the authority to exercise and enforce any and all rights and remedies in the Condominium Act, the Declaration, or these Bylaws, or as are otherwise available at law or in equity for the collection of all unpaid assessments and enforcement of all rules and regulations, including, but without limitation, the following:

8.1.1. Foreclosing the lien on the Condominium unit in the same fashion as mortgage liens are foreclosed; or

8.1.2. Bring suit to recover a money judgment for any sums, charges or assessments due.

8.2 In any action brought by or on behalf of the Association against a Condominium unit owner, the losing defendant shall pay the costs thereof, together with the reasonable attorneys' fees and costs, including at appeal. In any foreclosure action, the Association shall have the right to bid on the Condominium parcel at public sale.

8.3 If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due to the Association and, as a result thereof, the interest of the said owner in and to the Condominium parcel is sold, then at the time of such sale, the Condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale, subject to the provisions of the Declaration which shall control, for interpretation of this Section 8.3.

8.4 In the event of a violation of any provision of the Condominium Act, the Declaration, the Articles, the Bylaws, or the rules and regulations of the Association, as amended from time to time, the Association, on its own behalf or by and through its Board or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the aforementioned documents, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as the Association or the directors may deem appropriate. In the event of such legal action, the losing defendant shall pay the plaintiff's reasonable attorneys' fees and court costs, including at appeal.

8.5 Each owner of a Condominium parcel, for himself or herself, his or her heirs, successors and assignee, agrees to the foregoing provisions relating to default and abatement of nuisance regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedure. It is the intent of all owners of a Condominium parcel to give in the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of Condominium parcels and to preserve each other's right to enjoy his Condominium unit free from unreasonable restraint and nuisance.

9. Registers.

9.1 The Secretary of the Association, or any other individual designated by the Board, shall maintain a register in the corporation office showing the names and addresses of members.

9.2 Any application for the transfer of a membership or for a conveyance of interest in a Condominium parcel, including lease or sale, shall be accomplished by an application fee to be set by the Board or the management company, at the highest amount permitted by law, as may be amended from time to time.

10. **Surrender.** In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in the possession by or through the right of the members, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the Association shall have the right to re-enter and to repossess the owned unit. The member, for himself or herself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the county wherein the Condominium is located, the State of Florida, or the United States of America.

11. **Amendment of By-Laws.** The Bylaws may be altered amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a majority vote of all members of the Association, and such approval must be by two-thirds (2/3) of the members of the Board, unless a contrary vote or additional consent is required pursuant to the Articles or the Declaration and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment.

Provided, however, that amendment shall not discriminate against any unit owner, nor against any apartment or class or group of apartments unless the unit owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

11.1 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and these Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

12. **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

13. It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his or her separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage to his or her ownership in the common elements as stated in the Declaration.

13.1 Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the content so requires.


13.2 Should any of the covenants herein imposed be void or be or become unenforceable at Law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

13.3 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

13.4 The terms "Corporation" and "Association" are used synonymously, and "apartment" and "unit" are similarly used synonymously herein.


The foregoing was adopted as the Amended and Restated By-Laws of VILLAGE ROYALE GREENHAVEN ASSOCIATION, INC. on the 30th day of July, 2014.

VILLAGE ROYALE GREENHAVEN ASSOCIATION,
INC.



Jean Grant, President

ATTEST:



John Dunne, Secretary

EXHIBIT "E"
Recreational Use Agreement

The Recreational Use Agreement as recorded in the Public Records of Palm Beach County in Official Records Book 2116, Page 1911, as amended from time to time.

NOT A CERTIFIED COPY

EXHIBIT "Y" Greenhaven

EXHIBIT Y

Greenhaven

Commence at the point of intersection of the Northerly and Easterly extensions of the North and East boundary lines of Block 45, as shown on the amended plat of Boynton Ridge, recorded in Plat Book 24, page 28, Public Records of Palm Beach County, Florida; thence S. 89° 54' 10" W. (assumed) along the Easterly and Westerly extensions of the said North line of Block 5, a distance of 941.15 feet to the point of beginning of the parcel to be herein described; thence continue Westerly along the same course a distance of 605.0 feet; thence S. 0° 05' 50" E., a distance of 65.0 feet; thence N. 89° 54' 10" E. a distance of 125.0 feet; thence S. 0° 05' 50" E. a distance of 114.77 feet; thence S. 62° 20' 12" E. a distance of 281.0 feet; thence, N. 89° 54' 10" E., a distance of 82.0 feet; thence, N. 0° 05' 50" W., a distance of 90.0 feet; thence S. 89° 54' 10" W. a distance of 101.0 feet; thence N. 0° 05' 50" W. a distance of 80.0 feet; thence N. 89° 54' 10" E. a distance of 250.0 feet; thence N. 0° 05' 50" W., a distance of 140.0 feet to the Point of Beginning aforescribed.

32116 MAR 1898

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