

AMENDED DECLARATION OF CONDOMINIUM

for

CONDOMINIUM

I

PALM GREENS AT VILLA DEL RAY, a condominium

PALM BEACH COUNTY, FLORIDA

PG

March 1, 1994

AMENDED DECLARATION OF CONDOMINIUM

for

CONDOMINIUM _____

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PALM BEACH COUNTY, FLORIDA

March 1, 1994

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Return to: (enclose self-addressed stamped envelope)

Name

St. John & Kling

Address:

500 Australian Ave So
Suite 600
✓ WPB FL 33401

APR-27-1994 2:37PM 94-148068
ORB 8234 Pg 1410
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Property Appraisers Parcel Identification (Folio) Number(s):

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATIONS OF CONDOMINIUM
AT PALM GREENS AT VILLA DEL RAY**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as Amendment to the following Declarations of Condominium of PALM GREENS AT VILLA DEL RAY. The original Declarations of Condominium are recorded as follows:

PALM GREENS AT VILLA DEL RAY PHASE I, as recorded in Official Records Book 2249, Page 889;

PALM GREENS AT VILLA DEL RAY PHASE II, as recorded in Official Records Book 2298, Page 820;

PALM GREENS AT VILLA DEL RAY PHASE 2A, as recorded in Official Records Book 2477, Page 836;

PALM GREENS AT VILLA DEL RAY PHASE 2B, as recorded in Official Records Book 2569, Page 624;

PALM GREENS AT VILLA DEL RAY PHASE 2C, as recorded in Official Records Book 2631, Page 1313;

PALM GREENS AT VILLA DEL RAY PHASE 3, as recorded in Official Records Book 2506, Page 243;

PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records Book 2388, Page 1536;

PALM GREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records Book 2371, Page 237;

PALM GREENS AT VILLA DEL RAY PHASE 4A-R, as recorded in Official Records Book 2487, Page 545.

PALM GREENS AT VILLA DEL RAY PHASE 5, as recorded in
Official Records Book 2678, Page 1231;

PALM GREENS AT VILLA DEL RAY PHASE 5A, as recorded in
Official Records Book 2701, Page 349;

PALM GREENS AT VILLA DEL RAY PHASE 5B, as recorded in
Official Records Book 2724, Page 1106;

PALM GREENS AT VILLA DEL RAY PHASE 5C, as recorded in
Official Records Book 2739, Page 412;

PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in
Official Records Book 2761, Page 1712;

1258 at 2:00 PM
2015 1000
2015 1000
2015 1000

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in
Official Records Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida,

DATED this 7th day of April, 1994.

As to witnesses:

NUMBER 1 CONDOMINIUM ASSOCIATION
- PALM GREENS AT VILLA DELRAY, INC.

Sign [Signature]

By: Mortimer Haas
President

Print KEVIN BORLICK

Print MORTIMER HAAS

Sign Samuel Wolkenbreit

Address 13665 B. VIA AURORA

Print SAMUEL WOLKENBREIT

DeRay Beach FL 33484

Sign [Signature]

Sign Edith Wolf
Secretary

Print JOAN JANSSEN

Print EDITH WOLF

Sign _____

Address 13787C Flora Pl

DeRay Beach FL 33484

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

ss

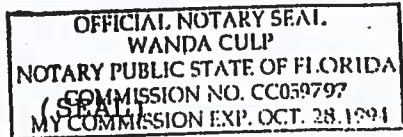
BEFORE ME personally appeared Mortimer Haas the
President at Number 1 Condominium Association - Palm Greens at
Villa Del Ray, Inc. and known to me to be the individual who
executed the foregoing instrument and acknowledged to and before

me that he executed such instrument as President with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 7th day of April, 1994.

Wanda Culp
Notary Public
State of Florida at Large
My Commission Expires:

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994



MAY-15-1995 5:32PM 95-152466
ORB 8746 Pg 1291
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CERTIFICATE OF AMENDMENT
TO THE
DECLARATIONS OF CONDOMINIUM
AT PALM GREENS AT VILLA DEL RAY

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as Amendment to the following Declarations of Condominium of PALM GREENS AT VILLA DEL RAY.

WHEREAS, due to an error, said Amendment was not adopted as recorded in Official Records Book 8234, Page 1410. The correct amendment to Article 12.1.2 is attached hereto as Exhibit "A".

The original Declarations of Condominium are recorded as follows:

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PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records Book 2388, Page 1536;

PALM GREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records Book 2371, Page 237;

PALM GREENS AT VILLA DEL RAY PHASE 4A-R, as recorded in Official Records Book 2487, Page 645;

PALM GREENS AT VILLA DEL RAY PHASE 5, as recorded in Official Records Book 2678, Page 1231;

PALM GREENS AT VILLA DEL RAY PHASE 5A, as recorded in Official Records Book 2701, Page 349;

THE UNIVERSITY OF CHICAGO PRESS

AT PALM GREENS AT VILLA DEL RAY

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PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in
Official Records Book 2761, Page 1712;

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in
Official Records Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida.

DATED this 2 day of May, 1995.

As to witnesses:

NUMBER 1 CONDOMINIUM ASSOCIATION
-PALM GREENS AT VILLA DEL RAY, INC.

Sign Norman Krasner

By: Gerald A. Slosberg
President

Print NORMAN KRASNER

Print GERALD A. SLOSBERG

Sign Shirley K. Flint

Address 13745-H FLORA PLACE

Print Shirley K. Flint

DELRAY BEACH, FL 33484

Sign Joan Jansen

Sign Edith Wolf
Secretary

Print JOAN JANSSEN

Print EDITH WOLF

Sign Wanda Colp
WANDA COLP

Address 13787-C FLORA PL

DELRAY BEACH, FL
33484

STATE OF FLORIDA

COUNTY OF PALM BEACH

) ss

BEFORE ME personally appeared GERALD A. SLOSBERG,
the President and EDITH WOLF, Secretary of Number 1
Condominium Association - Palm Greens at Villa Del Ray, Inc., who
produced _____ and _____
as identification or are personally known to me to be the
individuals who executed the foregoing instrument and

acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 2 day of May, 1995.

Wanda Culp
Notary Public
State of Florida at Large
My Commission Expires

(SEAL)

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

0821014.28C



THIS AMENDED DECLARATION OF CONDOMINIUM, (hereinafter and elsewhere referred to as "Declaration" or "Declaration of Condominium") made this 22 day of February, 1998, by CONDOMINIUM _____ - PALM GREENS at VILLA DEL RAY, INC., for itself and its successor, grantees, assignees and/or transferee, makes the following declarations: in place and stead of any prior declaration or declarations, hereby canceling and voiding any and all prior declarations, except that all exhibits, descriptions, maps, drawings and other addenda attached to the original Declaration of Condominium, as previously recorded in the Palm Beach County Clerk's Office shall be incorporated herein by reference.

Section 1. Name and Description

1.1 Name: The name of this Condominium is Condominium _____ - Palm Greens at Villa del Ray, Inc.

1.2 The Lands. The lands which have been submitted to the Condominium form of ownership are those certain lands lying in Palm Beach County, Florida, as described in Exhibit "A," which shall hereinafter be referred to as "the land".

Section 2. Definitions

The terms used in this Declaration and in the Articles of Incorporation and in the Bylaws of the NUMBER ONE CONDOMINIUM ASSOCIATION - Palm Greens at Villa Del Ray, Inc., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

2.1 Act means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as the same may be amended from time to time.

2.2 Articles mean the Articles of Incorporation of the Association, which are attached as Exhibit 1.

2.3 Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against each of the Units Owners.

2.4 Association means Number One Condominium Association of Palm Greens at Villa Del Ray, Inc., a not-for-profit Florida corporation (see Section 10).

2.5 Board or Board of Directors means the Board of Directors of the Number One Condominium Association - Palm Greens at Villa Del Ray, Inc.

2.6 Bylaws mean the Bylaws of the Association, which are attached as Exhibit 2.

2.7 Charge means any sum referred to in this Declaration or in the Articles or Bylaws to be a charge levied against one or more Owners, other than an Assessment, which charge is collectible as provided for in this Declaration or in the Articles and Bylaws.

2.8 Common Elements mean and include:

2.8.1 The portions of the Condominium Property which are not within the Units.

2.8.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility, cable television and other services to more than one Unit and/or to the Common Elements.

2.8.3 An easement or support in every portion of a Unit which contributes to the support of the Building.

2.8.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

2.8.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.9 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and for the benefit of all condominium owners, including the expenses assessed by the Recreation Condominium Association, and other expenses which may be declared to be a common expense by this Declaration.

2.10 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 Common Expenses.

2.11 Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.12 Condominium Property means the lands, leaseholds and personal property that are herein subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium. The legal description of the Condominium Property is contained in Exhibit "A."

2.13 Condominium Unit, Condominium Parcel or Unit means a part of the Condominium Property which is subject to exclusive ownership, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.14 Documents means Declaration of Condominium,

Articles, Bylaws and Rules and Regulations, as amended from time to time.

2.15 Declaration or Amended Declaration of Condominium or Amended Declaration means this instrument, as it may be amended from time to time.

2.16 Limited Common Elements mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit it or if it is otherwise expressly provided.

2.17 Majority means fifty (50%) percent of the voting interests plus one present at a meeting, in person and/or by proxy.

2.18 Recreation Condominium Association means Palm Greens at Villa del Ray Recreation Condominium Association, Inc.

2.19 Recreation Condominium Association Documents means the Articles of Incorporation, Bylaws and Rules and Regulations of the Recreation Condominium Association - Palm Greens at Villa del Ray, Inc.

2.20 Occupant or Resident means and refers to the Unit Owner(s), Lessee(s) or other individual(s) legally living in the Unit.

2.21 Owner, Unit Owner or Member means and refers to the record Owner(s).

2.22 Properties mean and refer to all real property which now or hereafter becomes subject to this Declaration.

2.23 Rules & Regulations mean and refer to the rules and regulations and policies which are promulgated from time to time by the Board of Directors of the Number One Condominium Association.

2.24 Utility Services shall include, but not be limited to, electric power, gas and water.

Section 3. Unit Boundaries

The Unit owners shall not be deemed to own the undecorated and/or unfinished surfaces of the exterior perimeter walls, pipes, wires, conduits or other public utility lines running through their respective units which are utilized for or serve more than one unit, which items are hereby made a part of the Common Elements. Each Unit Owner shall be deemed to own the walls and partitions which are contained in his unit. Each unit owner shall own part of the building within the boundaries.

3.1 Upper and Lower Boundaries: The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

a. Upper Boundary - the horizontal plane of the undecorated finished ceiling.

b. Lower Boundary - the horizontal plane of the undecorated finished floor.

These boundaries include loggia, terraces, canopies, privacy courts and rear patios (whether stones or slabs). If there are such structures attached to the exterior main walls of the building that serve only the unit being bounded, it will be necessary to extend the perimeter boundaries to include such structures or to treat such structures as Limited Common Elements for the benefit of that Unit.

3.2 Perimeter Boundaries: The perimeter boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

3.3 Parking Spaces are Common Elements.

Section 4. Limited Common Elements

Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, if any, are designated as "Limited Common Elements". Any expenses for maintenance, repair or replacement, relating to improvements made by the Unit Owner to the Limited Common Elements shall be paid for by the Unit Owner.

Section 5. Easements

Each of the following easements is a covenant running with the land of the condominium, and shall survive the termination of the Condominium. The following easements are hereby created (in addition to any easements created under the Act):

5.1 Perpetual Nonexclusive Easement in Common Elements. The Common Elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Owners of Units in the Condominium, for their use and the use of their representatives, agents and guests, 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. The rights of the Owners in and to the Limited Common Elements are as provided for in Section 1 above. The easements of Common Elements and Limited Common Elements shall be subject to the following:

5.1.1 The right of the Association through its Board to regulate the use of the Common Elements by its members and to promulgate from time to time such Rules and Regulations governing the use thereof as it may deem to be in the best interests of its members. The Board shall be specifically empowered to enforce the Rules and Regulations.

5.1.2 The right of the Association to suspend the right of any Owner to use the Common Elements or

Limited Common Elements for any period during which any assessment remains unpaid by that member; and the right of the Association to suspend the right of a member to use the said Common Elements or Limited Common Elements for a period not to exceed sixty (60) days for any other infraction of the Documents.

5.1.3 The right of the Association to properly maintain the Common Elements and certain Limited Common Elements.

5.1.4 Restrictions contained on the Subdivision Plat.

5.2 Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Elements to his lessees, guests, servants and visitors subject to such Rules and Regulations as may be established from time to time by the Board of Directors. An Owner, by leasing his Unit, automatically delegates his right of enjoyment of the Common Elements to his lessee and in doing so, said Owner relinquishes his said rights in and to the Common Elements during the period of the lessee's occupancy under the Lease; this provision shall supersede any provisions in the Lease to the contrary.

5.3 Damage or Destruction of Common Elements. In the event any portion of the Common Elements are damaged or destroyed by an Owner or lessee or guests, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Charge against the Owner concerned (for himself and/or for his family members, lessees, guests, etc.) and is collectible as Charges and collected pursuant to the Documents.

5.4 Easements of Ingress and Egress. A non-exclusive easement in favor of each Owner and resident, and their guests shall exist for pedestrian traffic over, through and across portions of the Common Elements as from time to time may be intended and designated for such purpose and use. None of the easements specified in this Section 5.4 shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any such Lien encumbering such easements (other than those on Condominium Units) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

5.5 Easements For Utility and Other Services; Drainage.

5.5.1 There is hereby created a blanket easement upon, across, over, through, and under the Properties for ingress, egress, installation, replacement, repair and maintenance

of all utility and service lines and systems and other services and drainage, in order to adequately serve the Condominium. By virtue of these easements it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said Properties, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said Units providing that the installing entity restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this Section 5.5, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems may be installed or relocated on said Properties except as programmed and approved by the Association. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association, except as otherwise provided for in this Declaration or on the Subdivision Plat. These easements shall include an easement through all Units for electrical and utility lines which run through the same and which service more than one Unit. These easements shall be limited to improvements facilities as originally constructed.

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

5.6 Right of Entry into Units in Emergencies. In case of an emergency originating in or threatening any unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each Unit shall deposit under the control of the Association keys to such Unit; the same shall include a continuing obligation for deposit of keys where locks are changed. No prior notice is required from the Association to the Unit Owner concerned, in the event of such emergency.

5.7 Maintenance Easements.

5.7.1 The Association is granted easements over the Condominium Property to inspect, maintain, alter, repair and replace the Common Elements.

5.7.2 Whenever it is necessary to enter the Unit for the purpose of performing any inspection, maintenance,

alteration, repair or replacement to or of any portion of the Condominium Property, inclusive of easements, the Owner of each Unit shall permit other Owners by their representatives, or the duly constituted and authorized agent of the Association to enter such Unit for such purpose provided that such entry, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made only with reasonable advance notice at reasonable times.

Section 6. Ownership

6.1 Type of Ownership. Ownership of each Condominium Unit shall be in fee simple. There may not be any corporate ownership.

6.2 Unit Owner's Rights. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements, and a joint mutual easement for that purpose is hereby created.

Section 7. Restraint upon Separation & Partition of Common Elements

The fee simple title of each Condominium Unit shall include both the Condominium Unit and an undivided interest in the Common Elements; said undivided interest in the Common Elements is deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance may refer only to the fee title of the Condominium Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to the Unit shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof shall lie, except as provided hereinbelow with respect to termination of the Condominium.

Section 8. Percentage of Ownership of Common Elements and Common Surplus

Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and in the Common Surplus, as set forth in Exhibit "A."

Section 9. Common Expenses and Common Surplus; Other Expenses

9.1 The Common Expenses are to be borne by each Unit and shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be

responsible for a portion of the Common expense and costs, and such share shall be in the percentage of the equal undivided share in the Common Elements appurtenant to his Unit as set forth in Exhibit "A" of this Declaration.

9.2 Any common surplus of the Association shall be owned by each of the Unit Owners in the same proportion as his or her percentage liability for common expenses.

Section 10. Associations

10.1 Number One Condominium Association. In order to provide for the administration of this Condominium by the Owners of the Units, a not-for-profit corporation known and designated as Number One Condominium Association of Palm Greens at Villa Del Ray, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this Condominium, for the purpose of promoting the benefit, health, safety and welfare of the owners, protecting the value of the units, and undertaking and performing all acts and duties incident thereto in accordance with the provisions of the Documents.

10.1.1 Limitation of Liability Upon Association. Notwithstanding the duty of the Association to maintain and repair parts of the Common Elements, the Association shall be liable to Unit Owners for injury or damage, including the cost of maintenance and repair, caused by any latent condition of the Common Elements to be maintained and repaired by the Association. The amount of Association liability shall be the lesser of the Unit Owner's insurance deductible or \$250.

10.1.2 Membership. The record owners of each Unit in this Condominium shall be members of the Association. No other persons shall be entitled to membership. A copy of the latest recorded deed must be delivered to the Condominium Association. Membership 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, recorded contract for deed, judicial decree or otherwise, subject to the provisions of this 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 Unit affected thereby. The new Owner(s) designated in such deed or other instrument shall thereupon become members of the Association, and the membership of the prior Owner(s) of the Unit shall be terminated.

10.1.3 Voting Rights. Votes shall be cast by members of the Association in the manner as provided in the Bylaws.

10.2 Recreation Condominium Association. The following shall apply with respect to the Recreation Condominium Association in addition to that provided

elsewhere in this Declaration, the Articles and By-Laws:

10.2.1 Every Owner and the Association is subject to and agrees to be bound by the provisions of the Recreation Condominium Association Documents and Rules and Regulations as same may be amended from time to time. The Recreation Condominium Association Documents include but are not necessarily limited to the Articles of Incorporation of Palm Greens - Villa Del Ray Recreation Condominium Association, Inc. and its Bylaws.

10.2.2 The purpose and function of the Recreation Condominium Association is to operate and administer only properties owned by it.

10.3 *The Association* shall be a member of the Recreation Condominium Association. Neither the individual Owner(s) in the Association nor the Association Representatives to the Recreation Condominium Association shall be considered "members" of the Recreation Condominium Association. The Recreation Condominium Association and each Owner shall have the rights created and responsibilities imposed by the Act, this Declaration, the Articles of Incorporation and By-Laws, and the Recreation Condominium Association Documents.

10.3.1 In the event a special assessment in excess of \$25,000.00 is made by the Recreation Condominium, then the association will cause the issue to be determined by a majority vote of the Unit Owners of the Association.

Section 11. Covenants for Assessment and Charges

The making and determination of assessments against Unit Owners for common expenses and Charges pursuant to the Bylaws or this Declaration, shall be the obligation of the Board of Directors of the Association pursuant to the Bylaws and subject to the following provisions:

11.1 Liability for Assessments. Except as otherwise provided in this Declaration, each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Exhibit "A". Each unit owner shall also be liable for all other expenses or items delineated in the Articles and Bylaws and in this Declaration. A Unit Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Furthermore, the Association shall be liable for assessments due and owing to the Recreation Condominium Association.

11.2 Non-Waiver. The liability for assessments may

not be avoided by waiver of use or enjoyment of any Common Elements, by abandonment of the Unit for which the assessment is made, or by dissatisfaction with the maintenance or policies of the Association.

11.3 Types of Assessments. Each Unit Owner in the Condominium by acceptance of a deed to a Unit in the Condominium, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association the following:

11.3.1 Annual Assessments.

11.3.2 Special Assessments.

11.4 Purpose of Assessments. Annual and Special Assessments levied by the Association shall be used for promoting and maintaining the benefit, health, safety, pleasure and welfare of the owners, occupants and visitors at the Condominium; and including, but not limited to the improvement, maintenance and operation of the Common Elements, for the enforcement of the Documents and for protecting the value of the units.

11.5 Annual Assessments. The following provisions shall apply to annual assessments:

11.5.1 Method of Assessment. Annual Budget. The Annual Budget shall be in amounts sufficient to meet the obligations imposed by this Declaration and by the Articles and Bylaws.

11.5.2 Due Dates. These assessments shall be due and payable at the times and in the manner determined by the Board.

11.5.3 Amended Budget. The annual budget and assessments may be amended in accordance with the provisions contained in the Bylaws.

11.6 Special Assessments.

11.6.1 In addition to any Annual Assessments, the Board shall be entitled to levy Special Assessments for any of the purposes noted in 11.4 above, limited to not more than current monthly maintenance assessment.

11.6.2 Due Dates. Special Assessments shall be due and payable at the time and in the manner that the Board may require.

11.7 Notice of Assessment and Payment. The Board shall mail or present one notice of the annual Assessment to all Owners (for all installments due for the year) prior to the first day of the budget year. The Board shall mail or present to all Owners, notification of any Special Assessment. Failure of any Owner to receive notification shall not relieve said Owner from the obligation for payment thereof. It is the responsibility of each Owner to see to it that assessments are paid and received by the Association, or any agent designated by the Association as its agent for collection thereof.

11.8 Collection. Effect of nonpayment of Assessments and Charges; remedies of the Association; Interest, late fees and application of payment.

11.8.1 Any assessment installments or charge not paid within ten (10) days after the due dates thereof as specified in this Section 11 shall bear interest from the date due until paid at the highest rate of interest then allowed by law, or at a lesser rate of interest if so voted by the Board. In addition thereto, the Board may assess a late fee in a sum not to exceed \$25.00 per late payment; a prior hearing as to the levy of the late fee shall not be necessary unless required by applicable law. All assessment payments shall be applied first to interest; then to attorney fees; then costs of collection; then to late fees; and then to the assessment installments first due and owing.

11.8.2 Lien for Assessments. The Association shall have a continuing lien on each Unit for any unpaid assessments or charges, together with interest and late fees against the Owner(s) of such Unit, together with a lien on all tangible personal property located within the Unit. Attorney fees incurred by the association incident to the collection of such assessment and/or for the enforcement of such Lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its Lien, shall be payable by the Unit Owner and secured by such Lien. Such Claims of Lien of the Association shall be signed and verified by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of Lien.

11.8.3 Collection and Foreclosure. The Board may take such action as it deems necessary to collect assessments of the Association by personal action and/or by enforcing and foreclosing said Lien, and may settle and compromise same, if in the best interest of the Association. Said Lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment Lien, and to apply as a cash credit against its bid, all sums due the Association covered by the Judgment obtained in the Lien Foreclosure. In case of such foreclosure, beginning with the date of the filing of lien foreclosure proceedings, the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or occupant.

11.8.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default of an assessment (Annual or Special), the Board may accelerate the remaining installments of the assessment (Annual or Special) upon notice to the Unit Owner; and the unpaid balance of the assessment (Annual or Special) shall come

due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail; whichever shall first occur.

11.9 Assignment of Claim of Lien Rights. The Association, acting through its Board, shall have the right to assign its Claim of Lien rights for the recovery of any unpaid assessment or Charge to any third party.

11.10 Unpaid Assessments - Certificate. Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a Lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

11.11 Charges.

11.11.1 Each Unit in the Condominium and each Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association, for Charges levied against the particular Unit. Charges shall be deemed to include but not be limited to: fines, attorney fees and costs incurred to enforce any provision of the Documents, maintenance or other services furnished by the Association for the benefit of an Owner; damages; and sums other than Assessments which are referred to as charges in this Declaration and in the Bylaws.

11.11.2 A Charge, together with interest thereon, late fees, collection costs and attorney fees shall be a continuing Lien upon any Unit against which the Charge is levied. Each such Charge, together with the interest thereon, late fees, collection costs and attorney fees shall be the personal obligation of the Owner(s) of such property when the Charge is levied.

11.11.3 All Owners of the Unit against which the Charge is levied and a buyer or buyers in a voluntary conveyance of the deed shall be jointly and severally liable for all Charges due and payable against the Owner(s) and Unit.

11.11.4 The effect of nonpayment of Charges, and the remedies of the Association, shall be the same as the effect of nonpayment of assessments (see 11.8 above).

Section 12. Covenants for Maintenance and Repair
Responsibility for the maintenance of the Condominium Property shall be as follows:

12.1 Responsibility of the Unit Owners. The responsibility of the Unit Owners shall be as follows:

12.1.1 To maintain in good condition and repair his unit and all interior surfaces within his unit (such as the plaster comprising the walls, the ceilings and floors), to

maintain and repair the fixtures and equipment therein, including, without limitation thereto, the following, where applicable: air conditioning and heating units, refrigerators, stoves, fans, hot water heaters, dishwashers and all other appliances, drains, plumbing fixtures and connections, sinks, electric panels and fixtures within the unit; interior doors, windows, kitchen cabinets, screening and glass, sliding glass doors, including the operating mechanisms; i.e., electric and telephone. Where a unit is carpeted, the cost of maintaining and replacing the floor covering shall be borne by the unit owner.

12.1.2 To maintain, repair and/or replace, as the case may be, all window glass and sliding glass doors, but excluding exterior doors, door frames

The aforesaid shall be done without disturbing the rights of other Unit Owners and shall conform with the exterior appearance of like portions of the buildings.

12.1.3 To make no alterations, decorations, repairs, replacements or changes of the Common Elements or to any outside or exterior portion of the building(s).

12.1.4 In the event that any Owner shall fail to properly discharge his maintenance obligations as provided for in this Section 12 of the Declaration, or shall fail to make and pay for repair or replacement as provided for in this Section 12; and in the judgment of the Board, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring owners and residents, or should constitute a hazard to persons or property; then the Board may (but shall not be required to) provide notice of such conditions to the proper Owners, demanding that such conditions be corrected within thirty (30) days from the date the notice was sent. In the event the Owner does not rectify the condition at the end of such period, then the Association may: (1) Contract to have the necessary work performed, whereupon the cost of such work shall become a Charge against the Owner and Unit, and collectible as Charges are collected in this Declaration and in the Bylaws of the Association; and/or (2) Seek injunctive relief against the Owners to cause compliance with the Association's aforesaid notice. In connection therewith, the Association shall recover interest at the highest rate which the law then allows and all costs and attorney fees.

12.2 Responsibility of the Association. The Association shall be responsible for the maintenance, repair and replacement of all Condominium Property which is not the maintenance, repair and replacement obligation of the Owners under Section 12.1 of this Declaration.

12.3 Delegation of Maintenance and Management Authority. The Board of Directors of the Association may enter into a contract with any firm, person, or corporation, for the maintenance and repair management of the Condominium Property and other type properties, and may

delegate to the Manager or Management Agent all of the powers and duties of the Association except such as are specifically required by the Documents to have the vote or approval of the Board or the membership of the Association.

12.4 Casualty. Should any maintenance, repair or replacement be necessary as the result of a casualty, then the provisions contained in Section 17 below shall control, notwithstanding anything to the contrary contained in this Section 12.

12.5 Access at Reasonable Hours. For the purpose of performing the Association's obligations or rights to maintain, repair and replace as authorized by the Documents, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter into any Unit at reasonable hours. The aforesaid reasonable notice and limitations of times shall not apply to situations referred to in Section 5.6 above.

Section 13. Alterations and Improvements

13.1 General Application and Scope.

13.1.1 No addition, alteration, improvement, decoration, or change shall be made or caused to be made in or about the exterior portions of the Units, Common Elements or Limited Common Elements, unless same complies with this Declaration.

13.2 Alterations or Improvements by the Board of Directors of the Association.

13.2.1 Except as elsewhere reserved to the Board and/or except that permitted or required by other provisions of this Declaration or the Bylaws: The Board may not make or cause to be made any addition, alteration, improvement, decoration or change to, in or about the exterior of the Units; nor make or cause to be made any alteration or further improvement of the property which constitutes the common elements or Limited Common Elements; without the prior vote or written consent of at least a majority of the voting interests in the Association.

13.2.2 Except that the Board may effect an alteration, addition, improvement, decoration or change to, in or about the exterior of the Units, Common Elements, Limited Common Elements, without the approval of the Owners provided that one of the following applies:

(1) The cost for a single item or single purpose shall be a Common Expense which is not more than three (3%) percent of the Annual Budget; or

(2) The expenditure has as its primary purpose, the protection of Condominium Property and/or the protection and safety of the Unit Owners and residents.

13.2.3 There shall be no change in the shares and rights of a Unit Owner in the Common Elements, or in his share of the common expenses whether or not the Unit

Owner contributes to the costs of such alteration or improvements.

13.3 Land Property Acquisition. Property acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired property and submits said property to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required by this Declaration and by law. Such amendment, when recorded in the Public Records of Palm Beach County, Florida, shall divest the Association of title to the property and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners of this condominium without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

13.4 Property not Incorporated. Any property acquired by the Association that is not incorporated into the property by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after the vote or written consent of at least a majority of the voting interests in the Association. This approval shall be evidenced by a certificate stating that the approval was duly given. The certificate shall be executed by the President of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such property.

13.5 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Board, without the vote or consent of the Owners.

Section 14. Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted and shall be in accordance with the following provisions:

14.1 Compliance with Fair Housing Amendments Act of 1988 (see Section 23).

14.2 Residential Use. Each Unit shall be used, occupied and devoted exclusively to residential, single family use. Nothing herein shall be deemed to prevent a Unit Owner from leasing to a single family, subject to all the condominium documents. In the event of ownership by more than one family occupancy shall be limited to only one family at a time.

14.3 Children. A unit owner shall occupy and use his Unit as a single-family private dwelling for himself and the adult members of his family, and his social guests, and for no other purpose. No children except those over eighteen

(18) years of age shall be permitted to reside in any of the Units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in any calendar year. In extenuating circumstances the Board of Directors shall have the right to extend the visit.

14.4 Pets. No animals or pets of any kind shall be kept in any unit or on any property of the Condominium. Living pets as of the date of these Amendments shall not be replaced upon the demise of such pet.

14.5 Restriction on Further Sub-Division. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred.

14.6 Nuisances. No nuisances shall be allowed on any of the Properties within the Condominium nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the Properties by its residents. All parts of the Properties shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Owner or resident shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Common Elements or any unusual expense.

14.7 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended.

14.8 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties within the Condominium; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

14.9 Windows, Doors, Exterior Wall Hangings and Similar Articles. Nothing shall be hung, displayed or placed on the exterior portions of the Units, and nothing shall be hung, displayed or placed on the doors or windows of the Units.

14.10 Signs. No signs of any type shall be maintained, kept or permitted on any of the Common Elements or in or on any Unit (interior or exterior) such that same may be viewed from the Common Elements or other Units, except for official notices of the Association or the Recreation Condominium Association.

14.11 No Business Activity. No business of any kind whatsoever shall be maintained, operated, carried on, permitted or conducted on or within the Properties or any part thereof.

14.12 Rules and Regulations. Reasonable regulations concerning the use of the Units, Common Elements and Association Property may be made and amended from time to time by the Board.

14.13 Compliance. All Owners and lessees; and family members, guests and visitors of same; shall abide by each and every provision of the Documents and Florida Statutes; as amended from time to time.

14.14 Recreation Condominium Association Documents. Each Unit Owner, lessee, family member, guest and visitor shall abide by each and every covenant and restriction contained in the Recreation Condominium Association Documents, as amended from time to time, and the Rules and Regulations of the Recreation Condominium Association.

Section 15. Maintenance of Community Interests

In order to maintain a community of congenial residents and thus protect the value of the Units and to further the continuous development of the Condominium, the transfer of units by an Owner shall be subject to the following provisions so long as the Condominium exists upon the Properties, which provisions each Owner agrees to observe:

15.1 Transfer Subject to this Section 15. Without fully complying with the provisions of this Section, no Unit Owner shall dispose of a unit or any interest therein by sale or by lease or:

15.1.1 Acquire his title by gift, devise, inheritance or any other manner, without fully complying with the provisions of this Section.

15.2 Approval by the Association.

15.2.1 Notice, Information, and Items to be Presented to the Board.

a. Sale. An Owner having accepted a bona fide offer of sale of his Unit, or any interest therein, shall give the Association notice of such sale, together with the name and address of the intended purchasers and occupants and such other information concerning the intended purchase as the Association may require. The Board may require a personal interview with the prospective purchasers and permanent occupants as a condition to approval.

The notice of the proposed sale shall be accompanied by an application for approval form completed and executed by the prospective purchaser and intended adult occupants; the Rules and covenants of the Association and Recreation Condominium Association. A copy of the contract of sale shall be filed with said application.

b. Lease. Any Owner intending to make a bona fide lease shall give to the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease. The Lessee must be approved by the Board or its subcommittee, or both, prior to it becoming effective and prior to occupancy or storage of personal belongings thereunder. In order for

the Association to examine the proposed lessee's credentials and determine whether the proposed lease will be approved, the Owner shall submit to the Association a properly executed application for approval and a document executed by the Owner, proposed lessee and intended adult occupants acknowledging a receipt of a copy of the Rules and Regulations of the Association and Recreation Condo Association and agreeing to abide by such Rules, Covenants and Regulations. The Board may require a personal interview with the prospective lessees and occupants as a further condition to approval.

c. Acquisition of Title by Gift, Inheritance or Other Manner. Any Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered in this Section 15 shall give to the Association notice of the acquiring of his 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. The Board may require a personal interview with the owner/occupant as a condition to approval. Such notice shall also be accompanied by an application for approval form completed and executed by said Owner and intended adult occupants, and a certification that said Owner has been provided with copies of the Documents and the Recreation Condominium Association Documents, and that said Owners and intended adult occupants agree to abide by the provisions of the Documents. See Section 23. Compliance with the Fair Housing Amendment Act of 1988.

d. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transfer.

e. Application Form. The Association is vested with the authority to prescribe an application form which may require specific personal, social, financial and other data relating to the intended lessees, purchasers and occupants, and relating to the "new owners" within the time limits extended to the Association for that purpose as set forth in this Section 15. Said application shall be complete and submitted to the Association along with and as an integral part of the notice of intended transfer.

f. Transfer Fee. The Board is authorized to charge a fee in connection with and as a condition for the approvals set forth in this Article 15 of the Declaration; in the amount not to exceed the maximum allowed by applicable law.

15.2.2 Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within forty-five (45) days after receipt of notice, all information and documents, approval fee and interview as

required above, the Association must either approve or disapprove the transaction or exercise its right of first refusal as stated below. If approved, the approval shall be stated in a certificate executed by the President, or Vice-President, in recordable form and shall be delivered to the purchaser. The failure of the Association to approve within said time period shall constitute an automatic approval. In addition to the above, the Association or its assignee, shall have the right to purchase the unit on the same terms as the prospective purchaser. The Association must notify the Owner of its intention to exercise its right of first refusal within forty five (45) days after receipt of notice, all information and documents, approval fee and interview as required above.

b. Right to Require Alternative Purchaser.

An Owner's notice of intention to sell may, at the Owner's option, include a demand by the 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. This right is not binding upon the Association unless the demand is exercised along with the notice of intention to sell, and does not apply where so indicated in Section 15.3 below.

c. Lease. If the proposed transaction is a lease then within forty five (45) days after receipt of notice, all information and documents, approval fee and interview as required, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President, or the Vice-President, and shall be delivered to the Unit Owner. The failure of the Association to approve within said time period shall constitute an automatic approval. In addition, as a further condition of lease approval, the Board shall require a security deposit in an amount not to exceed one month's rent.

15.2.3 Additional Requirements for Approval of Multiple Owners or Purchasers. In addition to that provided for above, inasmuch as the Condominium may be used only for single family residential purposes, the Association may promulgate rules regulating the occupancy of a unit by multiple owners of the unit in the event of inheritance.

15.3 Limited Grounds for Disapproval by the Association; Procedures:

15.3.1 Failure of the Seller or Purchaser or Lessee or intended permanent adult occupants to fully comply with the requirements of this Section 15 of the Declaration.

15.3.2 Inability of the prospective Purchaser or Lessee or occupants (as the case may be) who shall reside in the Unit to comply with the Documents or the Recreation Condominium Association Documents, as amended from time to time.

15.3.3 The Unit Owner is delinquent with respect to any assessment and fails or refuses to eliminate the delinquency prior to the effective of the sale, lease or any other grounds not prohibited by law.

15.4 Sale to the Association. If the proposed transaction is a sale and only if the Owner makes demand in accordance with Section 15.2.2 above, and providing that grounds provided for in Section 15.3.1 do not apply, then within forty-five (45) days after receipt of such notice, all information and documents, approval fee and interview as required above, the Association may exercise a right of first refusal by delivering or mailing by certified mail to the Owner, an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase, and to whom the Owner must sell the Unit upon the following terms:

15.4.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the 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 Association.

15.4.2 The purchase price shall be paid in cash.

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

15.4.4 A certificate of the Association executed by its President, or a Vice President, approving the purchaser, shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser or seller. Proof of recording shall be provided to the Association.

15.4.5 If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser or seller.

15.5 Lease. If the proposed transaction is a lease, the Owner shall be advised of the disapproval in writing, and the Lease shall not be made.

15.6 Gifts; Devise; Inheritance; Other Transfers. If the Association rejects an application in connection with the acquisition of title by gift, devise or in any other manner not heretofore considered, for grounds specified in Section 15.3 above, then the title shall not be so acquired and/or shall not be valid.

If the Association rejects an application for grounds other than that specified in Section 15.3, then within thirty (30) days after receipt from the unit owner of the notice, all information and documents, approval fee and interview as required above, the Association shall deliver or mail by certified 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:

15.6.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, the sales price 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. Expense of the arbitration shall be paid by the purchaser.

15.6.2 The purchase price shall be paid in cash.

15.6.3 The sale shall close within thirty (30) days following the determination of the sale price.

15.6.4 A certificate from the Association, executed by its President, or Vice President, approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Owner.

15.6.5 If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, such Ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Unit Owner.

15.7 Unauthorized Transfers. Any transaction which is not authorized pursuant to the terms of this Declaration shall be void. The Association shall have the right to remove any occupant(s) by injunctive relief or otherwise should this Section 15 be violated.

Section 16. Insurance

The insurance other than title insurance which shall be carried upon the Condominium Common Elements and the

property of the Owners shall be governed by the following provisions:

16.1 Purchase, Custody and Payment. Insurance policies upon the Condominium Property, inclusive of the common elements within the individual Units, shall be purchased by the Association for the benefit of the Association, the Owners (other than their personal property) and their mortgagees, as their interests may appear, providing the coverage specified in this Section 16, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of the Owners. Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense and for any other risks not otherwise insured by the Association in accordance herewith. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida.

16.2 Coverage by the Association.

16.2.1 Casualty Insurance. All properties to be insured by the Association hereunder shall be insured for fire and extended coverage perils, at their maximum insurable replacement value, and all property owned by the Association shall be insured for its full insurable value; all as determined annually by the Board.

16.2.2 Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Elements, and insuring the Association and the members as their interests appear, in such amounts and providing such coverage as the Board may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

16.2.3 Worker's Compensation Insurance. The Association shall obtain Workman's Compensation Insurance in order to meet all the requirements of law, as necessary.

16.2.4 Other Insurance. The Board shall obtain such other insurance as they shall determine from time to time to be desirable, which may (but is not required to) include flood insurance.

16.2.5 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to: (a) subrogation against the Association and against the Owners individually and as a group, (b) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (c) avoid liability for a loss that is caused by an act of the Board, or by a member of the Board, or by one or more Owners.

16.3 Premiums.

16.3.1 Premiums for insurance policies purchased by the Association shall be paid by the Association. The

cost of insurance premiums and other incidental expense incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as a common expense. Notwithstanding the foregoing, any increase in the premium occasioned by misuse, occupancy or abandonment of any Unit or of the Common Elements by particular Owners shall be levied against and paid by such Owners as a Charge, and collectible as a Charge is collected pursuant to the Documents.

16.4 Deductibles. The Association is hereby permitted to purchase insurance policies which contain deductibles.

16.5 Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated in Section 16.7 for the benefit of the Owners and their respective mortgagees in the following shares:

16.5.1 Insured Property.

(1) Proceeds on account of damage to the Common Elements shall be held in the undivided shares for all the Owners in the percentages specified in Exhibit "A."

(2) Proceeds on account of damage to a Unit shall be held in trust for the particular Unit Owner. If a mortgagee insurance endorsement was issued with respect to a Unit, the Unit Owner's share of insurance proceeds will be held in trust for the mortgagee and the Unit Owner.

16.5.2 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and mortgagee.

16.6 Distribution of Proceeds. Proceeds of insurance policies shall be distributed by the Board to or for the benefit of the involved Owners in the following manner:

Any proceeds remaining after defraying such costs shall be distributed proportionately to all of this condominium's Owners. Remittances to Owners and mortgagees.

16.6.2 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter 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 and their mortgagees.

16.7 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby

irrevocably appointed agent for each Unit Owner and for each mortgagee or other Lien holder upon a Unit, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

Section 17. Reconstruction or Repair after Casualty

17.1 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 by the Association Board of Directors in the following manner:

17.1.1 Units. If the damaged property is a portion(s) of the Unit, the damaged property shall be reconstructed, unless it is determined the Condominium shall be terminated (See Section 19).

17.1.2 Common Elements. If the damaged property is part of the Common Elements administered by the Association, the damaged property shall be reconstructed or repaired unless it is determined by the written consent of the Unit Owners as per Exhibit "A" that it shall not be reconstructed or repaired.

17.1.3 Personal and/or Real Property Owned by the Association. If the damaged property is property, the Board shall determine whether the damaged property shall be reconstructed or repaired.

17.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original property and in accordance with current codes.

17.3 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which there is the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board desires.

17.4 Specific Responsibility and Assessments/Charges.

17.4.1 If the damage is only to portions of Units, excluding any common elements, then the Owners concerned shall bear the financial responsibility to reconstruct or repair.

17.4.2 If the damage is to the Common Elements and/or real or personal property owned by the Condominium, The Association shall bear the financial responsibility to reconstruct or repair, inclusive of that resulting from the insurance deductible. If the proceeds of the insurance are not sufficient to defray the costs of reconstruction and repair by the Condominium, special assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

17.4.3 If the damage falls within the parameters of both Section 17.4.1 and 17.4.2 above, the financial responsibility for damage (and deductible) attributable to each Unit shall be borne by the Owners concerned; damage attributable to the Common Elements or real or personal property owned by the Condominium shall be borne by all Owners in the Association in the proportions that they share common expenses.

17.5 Construction Funds. The funds for payment of costs and reconstruction and repair after casualty which shall consist of proceeds of insurance received by the Condominium and sums collected by the Association from assessments/Charges against Unit Owners, shall be disbursed in payment of such costs in the following manner:

17.5.1 Unit Damage. The damage to a Unit caused by the necessity to repair common elements shall be repaired or reconstructed out of the construction fund.

17.5.2 Damage To The Common Elements or Real or Personal Property owned by the Association. The damage to the Common Elements owned by the Condominium or real or personal property owned by the Association which shall be repaired or reconstructed shall be repaired or reconstructed out of the construction fund attributable thereto (that is, proceeds of insurance attributable to the damage to the Common Elements owned by the Condominium or real or personal property owned by the Association and Special Assessments levied against all Unit Owners therefor). If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which said fund is established, such balance shall revert to the common surplus.

Section 18. Condemnation

18.1 Deposit of the Board of Directors. If the taking of portions of the Condominium Property is by the exercise of the power of eminent domain, the awards for the taking shall be deposited with the Board. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Board; and in the event of failure to do so, in the discretion of the Board, (a) said sum may be collected from the Unit Owners as a Charge; or (b) the amount of the award shall be set off against the sums hereafter made payable to that Owner.

18.2 Determination Whether to Continue the Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the award and Special Assessments or Charges shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds as if the

Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the award and Special Assessments/Charges shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Board of Directors after a casualty, or as elsewhere in this Section 18 specifically provided.

18.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium property:

18.4.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be the responsibility of Association.

18.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Board of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

18.5.1 Payment of Award. The awards together with any accrued interest shall be paid first to the applicable Institutional First Mortgagee(s) in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessment/Charges; third, jointly to the affected Unit Owner(s) and other mortgagee(s) of their Units, as their interests may appear. In no event shall the total of such distributions in respect of a specific Unit exceed the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; the market value of such Unit immediately prior to the taking as determined by the applicable trier of fact or as agreed upon between the parties. The balance, if any, shall be applied to repairing and replacing the Common Elements.

18.5.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements,

18.5.3 Arbitration. If the value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner/mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in

accordance with the existing rules of the American Arbitration Association (see 18.5.1). A judgment upon the decision rendered by the arbitrator may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners.

18.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall revert to the association.

The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expense and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

Section 19. Termination of Condominium

The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

19.1 Agreement/Vote. The Condominium may be terminated by the approval in writing of all of the Owners of the Units therein and by all record owners of mortgages thereon.

19.2 Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the condominium as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

Section 20. Compliance and Default

20.1 Compliance. Each Owner, occupant of and visitor to a Unit, and the Association shall be governed by and shall comply with the terms of the Documents.

20.2 Liability. Each Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or other action or inaction or by that of any members of his family, agents, lessees, servants, or guests, but only to the extent such expense is not met by the proceeds of insurance actually collected by

the Association in respect of such negligence, action or inaction.

20.3 Enforcement. In the event an Owner, Lessee, invitee, guest, or servant, fails to maintain a Unit or fails to observe and perform any of the provisions of the Documents, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association and/or Owner shall have the right to proceed in a court of equity to require compliance; to impose any applicable fines; to sue in a court of law for damages; to charge the Owner and the Unit for the sums to do whatever work is required to put the Owner or Unit in compliance and to collect such Charges; and have a lien therefor as elsewhere provided for in this Declaration. In addition, the Association shall have the right for itself and its employees and agents, to enter the Unit upon reasonable notice except in the case of an emergency threatening the Unit or the Condominium Building, and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Owner. Any violations which are deemed by the Board to be a hazard to the Public Health may be corrected immediately as an emergency matter by the Association, with a charge created therefor pursuant to the Documents.

20.3.1 Owners must ensure that their family members, agents, lessees, guests, servants, or any occupants of their units comply with the Documents; and applicable Statutes and as such, are responsible and liable to the Association for violations of the same by their family members, agents, lessees, guests, servants, or any occupants of their Units.

20.4 Costs and Attorneys Fees. If an Owner fails to comply with the terms of the Documents, and as a result of such failure the Association employs an attorney in order to insure that the Owner complies with the terms of the governing documents, the Unit Owner will be assessed by the Association for the cost of such attorney's fees, regardless of whether or not suit may be instituted. Said amount of attorney's fees shall be collected in the manner set forth in Section 11 of this Declaration.

20.5 No Waiver of Rights. The failure of the Association or any Owner to enforce any Covenant, restriction or other provision of the Documents, or the Law, shall not constitute a waiver of their or his right to do so.

Section 21. Amendment of the Declaration

Except as elsewhere provided, Amendments to the Declaration shall be approved by not less than a majority of the entire membership of the Board and by not less than a majority of the voting interests of the entire membership of the Association at a meeting.

21.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of the Owner's meeting at which a proposed amendment is considered by the Owners.

21.2 Provisos.

21.2.1 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners. Notwithstanding the foregoing provisions of this Section, Amendments shall be approved by a majority of the full Board of Directors whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, provided that any amendment adopted pursuant to the provision of this Section shall not materially adversely affect the property rights of the Owners.

21.2.2 Owner(s) and Mortgagee(s) Rights. Except as otherwise provided in this Declaration, no amendment shall change any Unit and any of its appurtenances or increase the Owner's share of the Common Expenses.

21.2.3 Mortgagee(s) Rights. No amendment shall make any change which would in any way affect the lien, security or value of security of any Institutional First Mortgagee, unless the Institutional First Mortgagee shall join in the execution of such amendment.

21.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President of the Association with the formalities of a deed and shall be effective when recorded in the Public Records of Palm Beach County, Florida. The foregoing shall be recorded within 30 days of adoption.

Section 22. Covenants Running with the Land

All provisions of the Documents shall be perpetual and be construed to be covenants running with the land and shall be binding upon and inure to the benefit of subsequent Owners, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of and visitors to Units, shall be subject to and shall comply with the provisions of the Documents.

Section 23. Compliance with Fair Housing Amendments Act of 1988

The purpose of this Section is to authorize this Condominium to provide housing primarily intended and operated for occupancy by at least one person 55 years of age or older per unit as required by the Fair Housing Amendments Act of 1988.

Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation, Bylaws, and Rules

and Regulations, following the sale, lease, gift, devise or other transfer of a unit, the unit shall not be occupied unless at least one occupant of the unit is 55 years of age or older; and the Association Board of Directors shall have the authority to make improvements to the common elements which meet the requirements of the Fair Housing Amendments Act of 1988, as may be amended.

An owner who becomes an owner by inheritance or devise, or when a unit owner dies and the owner's surviving spouse becomes the owner and sole occupant under age 55, said owners may occupy their units, even though they are under the age of 55; provided, however, that this provision does not allow for occupancy under age 18 as specified in Section 14.3 of this Declaration, notwithstanding anything stated to the contrary in this Article, during any period of time in which more than 80% of the total units are occupied by one or more individuals 55 years of age or older, or, in the alternative, during any period of time in which more than 80% of the units newly occupied after September 13, 1988, are occupied by one or more individuals 55 years or older,

Section 24. Miscellaneous Provisions

24.1 Notices. All notices to the Association by a member(s) shall be sent by certified mail (return receipt requested) to the office address of the Association. Unless otherwise provided by the Documents, all notices to any Owner shall be sent by first class mail to the Unit address of such Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed.

24.2 Taxes, Assessments and Charges. All taxes, assessments and charges (except for taxes on the Common Elements, if any) which may become liens encumbering a Unit shall relate only to the Unit and not to the entire Condominium as a whole.

24.3 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto.

24.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted, and wherever the signature of the Secretary is required hereunder, the signature of an Assistant Secretary may be substituted, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24.5 Severability. 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 the Documents, shall not affect the validity of the remaining portions, all of which shall remain in full force and effect.

Return to: (enclose self-addressed stamped envelope)

Name

Address:

Property Appraisers Parcel Identification (Folio) Number(s):

ORB 8234 Pg 1431
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

24.6 Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

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

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

24.9 Notice of Lien. An Owner shall give notice to the Association of every lien upon his Unit.

24.10 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association advised of any changes in occupancy, ownership and mailing address.

24.11 Amendment. The Association or a Unit Owner may petition the Circuit Court of Palm Beach County, Florida to correct an error or omission in the Declaration or any other Documents required to establish the Condominium affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act.

In Witness whereof, Number One Condominium Association - Palm Greens at Villa del Ray, Inc.

has caused the execution of this Amended Declaration this 22 of February, 1994

Signed

President

Secretary

Corporate Seal

Mar 7-1999 04:06pm 99-200559
B 11113 Pg 375

CERTIFICATE OF AMENDMENT

TO THE

AMENDED BY-LAWS OF

NUMBER ONE CONDOMINIUM ASSOCIATION - PALM GREENS AT VILLA DEL RAY, INC.

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the By-Laws of Number One Condominium Association - Palm Greens at Village Del Ray, Inc.

The original Declarations of Condominium of Palm Greens at Villa Del Ray are recorded as follows:

PALM GREENS AT VILLA DEL RAY PHASE I, as recorded in Official Records
Book 2249, Page 889;

PALM GREENS AT VILLA DEL RAY PHASE II, as recorded in Official Records
Book 2298, Page 820;

PALM GREENS AT VILLA DEL RAY PHASE 2A, as recorded in Official Records
Book 2477, Page 836;

PALM GREENS AT VILLA DEL RAY PHASE 2B, as recorded in Official Records
Book 2569, Page 624;

PALM GREENS AT VILLA DEL RAY PHASE 2C, as recorded in Official Records
Book 2631, Page 1313;

PALM GREENS AT VILLA DEL RAY PHASE 3, as recorded in Official Records
Book 2506, Page 243;

PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records
Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records
Book 2388, Page 1536;

PALM GREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records
Book 2371, Page 237;

PALM GREENS AT VILLA DEL RAY PHASE 4A-R, as recorded in Official Records
Book 2487, Page 645;

PALM GREENS AT VILLA DEL RAY PHASE 5, as recorded in Official Records
Book 2678, Page 1231;

PALM GREENS AT VILLA DEL RAY PHASE 5A, as recorded in Official Records
Book 2701, Page 349;

PALM GREENS AT VILLA DEL RAY PHASE 5B, as recorded in Official Records
Book 2724, Page 1106;

PALM GREENS AT VILLA DEL RAY PHASE 5C, as recorded in Official Records
Book 2739, Page 412;

PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in Official Records Book 2761, Page 1712;

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in Official Records Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida.

DATED this 11 day of May, 1999.

As to witnesses:

NUMBER 1 CONDOMINIUM ASSOCIATION
-PALM GREENS AT VILLA DEL RAY, INC.

Sign Evelyn K. Ayers

By: Norman Krasner
President

Print EVELYN K. AYERS

Print NORMAN KRASNER

Sign Joan Janssen

Address 13773 "B" VIA AURORA

Print JOAN JANSSEN

DELRAY BCH, FL, 33484

Sign Mikie Green

Sign Edith Wolf
Secretary

Print MIKIE GREEN

Print EDITH WOLF

Sign Alfred Krop

Address 13787 FLORA PL

ALFRED KROP

DELRAY BEACH FL 33484

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared NORMAN KRASNER, the President and EDITH WOLF, Secretary of Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., who produced _____ and _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 11 day of May, 1999.

Wanda Culp
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)



Wanda Culp
MY COMMISSION # CC771046 EXPIRES
October 28, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

AMENDMENTS TO THE AMENDED BY-LAWS OF
NUMBER ONE CONDOMINIUM ASSOCIATION - PALM GREENS AT
VILLA DEL RAY, INC.

The original Declarations of Condominium are recorded in the Official Records Book of the Public Records of Palm Beach County, Florida, as set forth on Exhibit "A" attached hereto.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

Article 2.1 of the Amended Bylaws shall be amended to read as follows:

Definitions. The terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Condominium Act, as same may be amended from time to time (the "Act"), as well as those set forth in the Documents, ~~unless the context otherwise requires.~~

Article 4.4.2 of the Amended Bylaws shall be amended to read as follows:

Any Association Director or Representative to the Recreation Condominium Association may be recalled and removed from office with or without cause at a duly called Special Meeting by the vote of a majority of the voting

interests of all Owners. Any vacancies resulting therefrom shall be filled by the Unit Owners Board of Directors of this Association ~~at said meeting.~~

Article 4.11 of the Amended Bylaws shall be amended to read as follows:

Presiding Officer. The presiding officer at the Directors' meetings shall be the President. In the absence of the President a Vice President shall preside. In the absence of the Vice President, the Secretary shall preside. In the absence of the Secretary, the Treasurer shall preside.

Article 5.2 of the Amended Bylaws shall be amended to read as follows:

Removal of Association Representatives to the Recreation Condominium Association. Any one or more of the Association Representatives may be removed, with or without cause, by a majority vote of the Unit Owners present at a Special Meeting held for that purpose. A successor may then be appointed by the Board of Directors ~~and there be elected to fill the vacancy thus created. Should the Unit Owners fail to elect such successor, the vacancy shall be filled pursuant to 5.3 below.~~

Section 8 of the Amended Bylaws shall be amended to read as follows:

Compensation of Directors and Officers. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. Other than these authorized expenses, there shall be no compensation paid to Directors and Officers.

Article 17.1 of the Amended Bylaws shall be amended to read as follows:

Resolution of Adoption. Except as elsewhere provided, Amendments to these By-Laws shall be approved by not less than a majority of the full Board and by not less than a majority of those present at a meeting ~~the voting interests of the entire membership of the Association, in person or by proxy.~~

BEFORE ME personally appeared AL GALAN,
the President and EDITH WOLF, Secretary, of Number 1
Condominium Association - Palm Greens at Villa Del Ray, Inc., who
produced _____ and _____ as
identification or are personally known to me to be the individuals
who executed the foregoing instrument and acknowledged to and

before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8 day of February, 2000.

Wanda Culp
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)



Wanda Culp
MY COMMISSION # CC771046 EXPIRES
October 28, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

This instrument prepared by:

Edward Dicker, Esquire

ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.

500 Australian Avenue So., Suite 600

West Palm Beach, Florida 33401

(407) 655-8994

08210102.03C

(SEAL)

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

EXHIBIT "1"

The original Declarations of Condominium of Palm Greens at Villa Del Ray are recorded as follows:

PALM GREENS AT VILLA DEL RAY PHASE I, as recorded in Official Records Book 2249, Page 889;

PALM GREENS AT VILLA DEL RAY PHASE II, as recorded in Official Records Book 2298, Page 820;

PALM GREENS AT VILLA DEL RAY PHASE 2A, as recorded in Official Records Book 2477, Page 836;

PALM GREENS AT VILLA DEL RAY PHASE 2B, as recorded in Official Records Book 2569, Page 624;

PALM GREENS AT VILLA DEL RAY PHASE 2C, as recorded in Official Records Book 2631, Page 1313;

PALM GREENS AT VILLA DEL RAY PHASE 3, as recorded in Official Records Book 2506, Page 243;

PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records Book 2388, Page 1536;

PALM GREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records Book 2371, Page 237;

PALM GREENS AT VILLA DEL RAY PHASE 4A-R, as recorded in Official Records Book 2487, Page 645;

PALM GREENS AT VILLA DEL RAY PHASE 5, as recorded in Official Records Book 2678, Page 1231;

PALM GREENS AT VILLA DEL RAY PHASE 5A, as recorded in Official Records Book 2701, Page 349;

PALM GREENS AT VILLA DEL RAY PHASE 5B, as recorded in Official Records Book 2724, Page 1106;

PALM GREENS AT VILLA DEL RAY PHASE 5C, as recorded in Official Records Book 2739, Page 412;

PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in Official Records Book 2761, Page 1712;

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in Official Records Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida.

PROPOSED AMENDMENTS TO THE AMENDED DECLARATION OF
CONDOMINIUM FOR CONDOMINIUM _____ PALM GREENS AT
VILLA DEL RAY and
PROPOSED AMENDMENTS TO THE AMENDED BYLAWS OF
NUMBER ONE CONDOMINIUM ASSOCIATION - PALM GREENS AT
VILLA DEL RAY, INC.

The original Declarations of Condominium are recorded in the Official Records Book of the Public Records of Palm Beach County, Florida, as set forth on Exhibit "A" attached hereto.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

PROPOSED AMENDMENTS TO THE AMENDED DECLARATION OF CONDOMINIUM

Article 3.3 of the Amended Declaration of Condominium shall be amended to read as follows:

3.3 Parking Spaces are Common Elements. The Board may reassign parking spaces from time to time.

Section 4 of the Amended Declaration of Condominium shall be amended to read as follows:

Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, if any, are designated as "Limited Common Elements". Any expenses for maintenance, repair or replacement, relating to improvements made by the Unit Owner to the Limited Common Elements shall be paid for by the Unit Owner. These improvements shall include a patio or any similar structure installed by the Owner.

Article 5.1.2 of the Amended Declaration of Condominium shall be ~~amended~~ to read as follows:

In the event the law permits, the right of the Association to ~~may~~ suspend the right of any Owner to use the Common Elements or Limited Common Elements for any period during which any assessment remains unpaid by that member; and the right of the Association to suspend the right of a member to use the said Common Elements or Limited Common Elements for a period not to exceed sixty (60) days for any other infraction of the Documents.

Article 5.7.1 of the Amended Declaration of Condominium shall be amended to read as follows:

The Association is granted easements over the Condominium Property to inspect, maintain, alter, repair and replace the Common Elements.

Article 5.7.2 of the Amended Declaration of Condominium shall be amended to read as follows:

Whenever it is necessary to enter the Unit for the purpose of performing any inspection, maintenance, alteration, repair or replacement to or of any portion of the Condominium Property, inclusive of easements, the Owner of each Unit shall permit ~~other Owners by their representatives, or~~ the duly constituted and authorized agent of the Association to enter such Unit for such purpose provided that such entry, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made only with reasonable advance notice at reasonable times.

Article 10.3.1 of the Amended Declaration of Condominium shall be amended to read as follows:

In the event a special assessment in excess of ~~\$25,000.00~~ Fifty (\$50) Dollars per unit is made by the Recreation Condominium Association, then ~~the~~ this Association will cause the issue to be determined by a majority vote of the Unit Owners present at a meeting of the Association, in person or by proxy.

Article 11.4 of the Amended Declaration of Condominium shall be amended to read as follows:

Purpose of Assessments. Annual and Special Assessments levied by the Association shall be used for promoting and maintaining the benefit, health, safety, pleasure and welfare of the owners, occupants and visitors at the Condominium; and including, but not limited to the improvement, maintenance and operation of the Common Elements, for the enforcement of

the Documents, payment of Recreation
Condominium Association, Inc. assessments, and
for protecting the value of the units.

Article 11.10 of the Amended Declaration of Condominium shall
be amended to read as follows:

Unpaid Assessments - Certificate. Any Unit
Owner shall have the right to require from the
Association a certificate showing the amount
of unpaid assessments against him with respect
to his Unit. The holder of a mortgage or
other lien shall have the same right as to any
Unit upon which he has a Lien. ~~Any person~~
~~other than the Owner who relies~~ The person who
requests such certificate may rely upon such
certificate and shall be protected thereby.

Article 12.1.2 of the Amended Declaration of Condominium shall
be amended to read as follows:

[The Unit Owner is responsible]

To maintain, repair and/or replace, as the
case may be, all window glass and sliding
glass doors, but excluding exterior doors,
door frames. Notwithstanding, each Unit Owner
shall maintain, repair and/or replace the
handle and lock on each door. The aforesaid
shall be done without disturbing the rights of
other Unit Owners and shall conform with the
exterior appearance of like portions of the
buildings.

Article 12.1.3 of the Amended Declaration of Condominium shall
be amended to read as follows:

[The responsibility of the Unit Owners shall
be as follows:]

To make no alterations, decorations, repairs,
replacements or changes of the Common Elements
and Limited Common Elements, or to any outside
or exterior portion of the building(s) without
the prior written approval of the Board of
Directors.

There shall be a new Section 15 added to Article 14 of the Amended Declaration of Condominium which shall read as follows:

14.15 Vehicle Restrictions. No recreational vehicles, open trucks and any other type of truck, commercial vehicles, trailers and windowless vans may be parked on the Condominium property, except for vehicles which are in the process of providing a service or a delivery to a resident or the Association.

Article 16.1 of the Amended Declaration of Condominium shall be amended to read as follows:

Purchase, Custody and Payment. Insurance policies upon the Condominium Property, inclusive of the common elements within the individual Units, shall be purchased by the Association for the benefit of the Association, the Owners (other than their personal property, structures and fixtures) and their mortgagees, as their interest may appear, providing the coverage specified in this Section 16, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of the owners.

Owners may obtain insurance coverage at their own expense upon their personal property, structures and fixtures, and for their personal liability and living expense and for any other risks not otherwise insured by the Association in accordance herewith. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida.

Section 21 of the Amended Declaration of Condominium shall be amended to read as follows:

Except as elsewhere provided, Amendments to the Declaration shall be approved by not less than a majority of the entire membership of the Board and by not less than a majority of the voting interests ~~of the entire membership~~ of the Association at a meeting present at a meeting, in person or by proxy.

Section 21.2.3 of the Amended Declaration of Condominium shall be deleted in its entirety as follows:

~~21.2.3 Mortgagee(s) rights. No amendment shall make any change which would in any way affect the lien, security or value of security of any Institutional First Mortgagee, unless the Institution First Mortgagee shall join in the execution of such amendment.~~

Section 24.1 of the Amended Declaration of Condominium shall be amended to read as follows:

Notices. All notices to the Association by a member(s) shall be sent by certified mail (return receipt requested) to the office address of the Association. Unless otherwise provided by the Documents, all notices to any Owner shall be sent by first class mail to the Unit address of such Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices by the Association shall be deemed to have been given when mailed. Notices to the Association are deemed to be given on the date received.

Section 24.11 of the Amended Declaration of Condominium shall be deleted in its entirety as follows:

~~24.11 Amendment. The Association or a Unit Owner may petition the Circuit Court of Palm Beach County, Florida to correct an error or omission in the Declaration or any other Documents required to establish the Condominium affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act.~~

PROPOSED AMENDMENTS TO THE AMENDED BYLAWS

Article 2.1 of the Amended Bylaws shall be amended to read as follows:

Definitions. The terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Condominium Act, as same may be amended from time to time (the "Act"), as well as those set forth in the Documents, ~~unless the context otherwise requires.~~

Article 4.4.1 of the Amended Bylaws shall be amended to read as follows:

Any director or representative elected to fill Such a vacancy shall hold office ~~until the next Elections at the Annual Meeting~~ for the unexpired Term of office to which elected.

Article 4.4.2 of the Amended Bylaws shall be amended to read as follows:

Any Association Director ~~or Representative to the Recreation Condominium Association~~ may be recalled and removed from office with or without cause at a duly called Special Meeting by the vote of a majority of the voting interests of all Owners. Any vacancies resulting therefrom shall be filled by the Unit Owners Board of Directors of this Association at said meeting.

Article 4.11 of the Amended Bylaws shall be amended to read as follows:

Presiding Officer. The presiding officer at the Directors' meetings shall be the President. In the absence of the President a Vice President shall preside. In the absence of the Vice President, the Secretary shall preside. In the absence of the Secretary, the Treasurer shall preside.

Article 5.2 of the Amended Bylaws shall be amended to read as follows:

Removal of Association Representatives to the Recreation Condominium Association. Any one or more of the Association Representatives may be removed, with or without cause, by a majority vote of the Unit Owners present at a Special Meeting held for that purpose. A successor may then be appointed by the Board of Directors and there be elected to fill the vacancy thus created. ~~Should the Unit Owners fail to elect such successor, the vacancy shall be filled pursuant to 5.3 below.~~

Article 5.3 Vacancies

In the event that one or more Recreation Condominium Association Representatives resigns, or is disqualified, removed or otherwise unable to serve, then the Board of Directors of the Number One Condominium Association shall appoint an Association Representative to the Recreation Condominium Association until the next scheduled election to fill the remaining term of office.

Section 8 of the Amended Bylaws shall be amended to read as follows:

Compensation of Directors and Officers. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. Other than these authorized expenses, there shall be no compensation paid to Directors and Officers.

Article 17.1 of the Amended Bylaws shall be amended to read as follows:

Resolution of Adoption. Except as elsewhere provided, Amendments to these By-Laws shall be approved by not less than a majority of the full Board and by not less than a majority of those present at a meeting ~~the voting interests of the entire membership~~ of the Association, in person or by proxy.



This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(407) 615-0123

CFN 20040209403
OR BK 16817 PG 0236
RECORDED 04/15/2004 15:16:09
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED BY-LAWS OF
NUMBER ONE CONDOMINIUM ASSOCIATION
PALM GREENS AT VILLA DEL RAY**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Amended By-Laws of Number One Condominium Association- Palm Greens at Villa Del Ray. The original Declarations of Condominium of PALM GREENS AT VILLA DEL RAY, are recorded as follows:

PALM GREENS AT VILLA DEL RAY PHASE I, as recorded in Official Records Book 2249, Page 889;

PALM GREENS AT VILLA DEL RAY PHASE II, as recorded in Official Records Book 2298, Page 820;

PALM GREENS AT VILLA DEL RAY PHASE 2A, as recorded in Official Records Book 2477, Page 836;

PALM GREENS AT VILLA DEL RAY PHASE 2B, as recorded in Official Records Book 2569, Page 624;

PALM GREENS AT VILLA DEL RAY PHASE 2C, as recorded in Official Records Book 2631, Page 1313;

PALM GREENS AT VILLA DEL RAY PHASE 3, as recorded in Official Records Book 2506, Page 243;

PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records Book 2388, Page 1536;

PALM GREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records Book 2371, Page 237;

PALM GREENS AT VILLA DEL RAY PHASE 4A-R, as recorded in Official Records Book 2487, Page 645;

PALM GREENS AT VILLA DEL RAY PHASE 5, as recorded in Official Records Book 2678, Page 1231;

PALM GREENS AT VILLA DEL RAY PHASE 5A, as recorded in Official Records Book 2701, Page 349;

PALM GREENS AT VILLA DEL RAY PHASE 5B, as recorded in Official Records Book 2724, Page 1106;

PALM GREENS AT VILLA DEL RAY PHASE 5C, as recorded in Official Records Book 2739, Page 412;

PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in Official Records Book 2761, Page 1712;

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in Official Records Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida.

DATED this 22 day of March, 2004.

As to witnesses:

Sign

[Signature]

Print ARLETTE MENIT

Sign

[Signature]

Print EVELYN K. AYERS

Sign

[Signature]

Print ARLETTE MENIT

**NUMBER 1 CONDOMINIUM ASSOCIATION
-PALM GREENS AT VILLA DEL RAY, INC.**

By:

President

[Signature]

Print

Al Galan

Address

13632 Via Flora Apt. D
Delray Beach FL

Sign

[Signature]

Secretary

Print

EDITH WOLF

Sign *Evelyn K. Ayers*

Address 15374 Flora Pl Delray Beach

Print EVELYN K. AYERS

Print 15374 FLORA PL DELRAY BEACH FL

STATE OF FLORIDA

)

) ss

COUNTY OF PALM BEACH

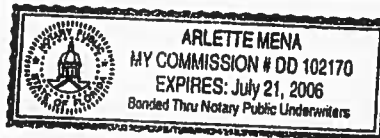
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BEFORE ME personally appeared HL GALAN, the President and EDITH WOLF, Secretary of Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., who produced _____ and _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 22 day of March, 2004.

A. A. Mena
Notary Public, State of Florida at Large
My Commission Expires: 7/21/2006

(SEAL)



**AMENDMENTS TO THE AMENDED
BY-LAWS OF
NUMBER ONE CONDOMINIUM ASSOCIATION
PALM GREENS AT VILLA DEL RAY**

The original Declarations of Condominium are recorded in the Official Records Book of the Public Records of Palm Beach County, Florida, as set forth on the Certificate of Amendment attached hereto.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

Article 3.6.1 of the Amended By-Laws shall be amended to read as follows:

3.6.1 Number and Manner of Votes. In any meeting of members, the owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit is not divisible. Votes may be cast in person or by proxy, or by "absentee ballot".

Article 3.6.2 of the Amended By-Laws shall be amended to read as follows:

Majority Vote. The acts approved by a majority of the voting interests present at a meeting and accounted for in person or by proxy or by "absentee ballot", shall be binding on all Unit Owners for all purposes.

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(407) 615-0123

CFN 20150332692
OR BK 27788 PG 1200
RECORDED 09/09/2015 08:21:29
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1200 - 1203; (4pgs)

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATIONS OF CONDOMINIUM
AT PALM GREENS AT VILLA DEL RAY**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the following Declarations of Condominium of PALM GREENS AT VILLA DEL RAY.

The original Declarations of Condominium are recorded as follows:

PALM GREENS AT VILLA DEL RAY PHASE I, as recorded in Official Records Book 2249, Page 889;

PALM GREENS AT VILLA DEL RAY PHASE II, as recorded in Official Records Book 2298, Page 820;

PALM GREENS AT VILLA DEL RAY PHASE 2A, as recorded in Official Records Book 2477, Page 836;

PALM GREENS AT VILLA DEL RAY PHASE 2B, as recorded in Official Records Book 2569, Page 624;

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PALM GREENS AT VILLA DEL RAY PHASE 3, as recorded in Official Records Book 2506, Page 243;

PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records Book 2388, Page 1536;

PALMGREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records Book 2371, Page 237;

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PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in Official Records Book 2761, Page 1712;

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in Official Records Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida.

DATED this 13 day of August, 2015.

As to witnesses:

Sign

Print

Sign

Print

Sign

Print

NUMBER 1 CONDOMINIUM ASSOCIATION
-PALM GREENS AT VILLA DEL RAY, INC.

By:

President

Print

Address

Sign

Print

Secretary

Tom Ellis
TOM ELLIS

Theresa Docherty
Theresa Docherty

Evelyn K Ayers
EVELYN K AYERS

Peter Nero
President
Print Peter Nero

5801 Via Delmy
Delmy Bc FL 33484

Lewis Comen
Secretary
Print LEWIS COMEN

Sign *Walter Goldfarb* Address 584 Via Delray, Delray 33419
Print WALTER Goldfarb Print _____

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared *Peter Nero*, the President and *Lou Cornan*, Secretary of Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., who produced *Driver License* and *FL Employment I.D.* as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 13th day of August, 2015

Evelyn K. Ayers
Notary Public, State of Florida at Large
My Commission Expires:

(SEAL)



**AMENDMENT TO THE AMENDED
DECLARATIONS OF CONDOMINIUM FOR
NUMBER ONE CONDOMINIUM OF
PALM GREENS AT VILLA DEL RAY, A CONDOMINIUM**

The original Declarations of Condominium are recorded in the Official Records Book of the Public Records of Palm Beach County, Florida, are set forth on the Certificate of Amendment attached hereto.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

The following paragraph shall be added to Article 15.2.1(b) of the Amended Declaration of Condominium which shall read as follows:

Notwithstanding anything stated to the contrary in this Article or elsewhere in this Declaration, any individual or entity purchasing a unit after the effective date of this amendment shall be prohibited from leasing the unit for a period of two (2) years after acquiring title.