

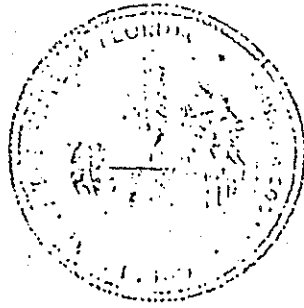
# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 5, 1980, as shown by the records of this office.

The charter number for this corporation is 752321.



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
6th day of May, 1980.

A handwritten signature in black ink, appearing to read "George Firststone", is written over the printed name.

George Firststone  
Secretary of State

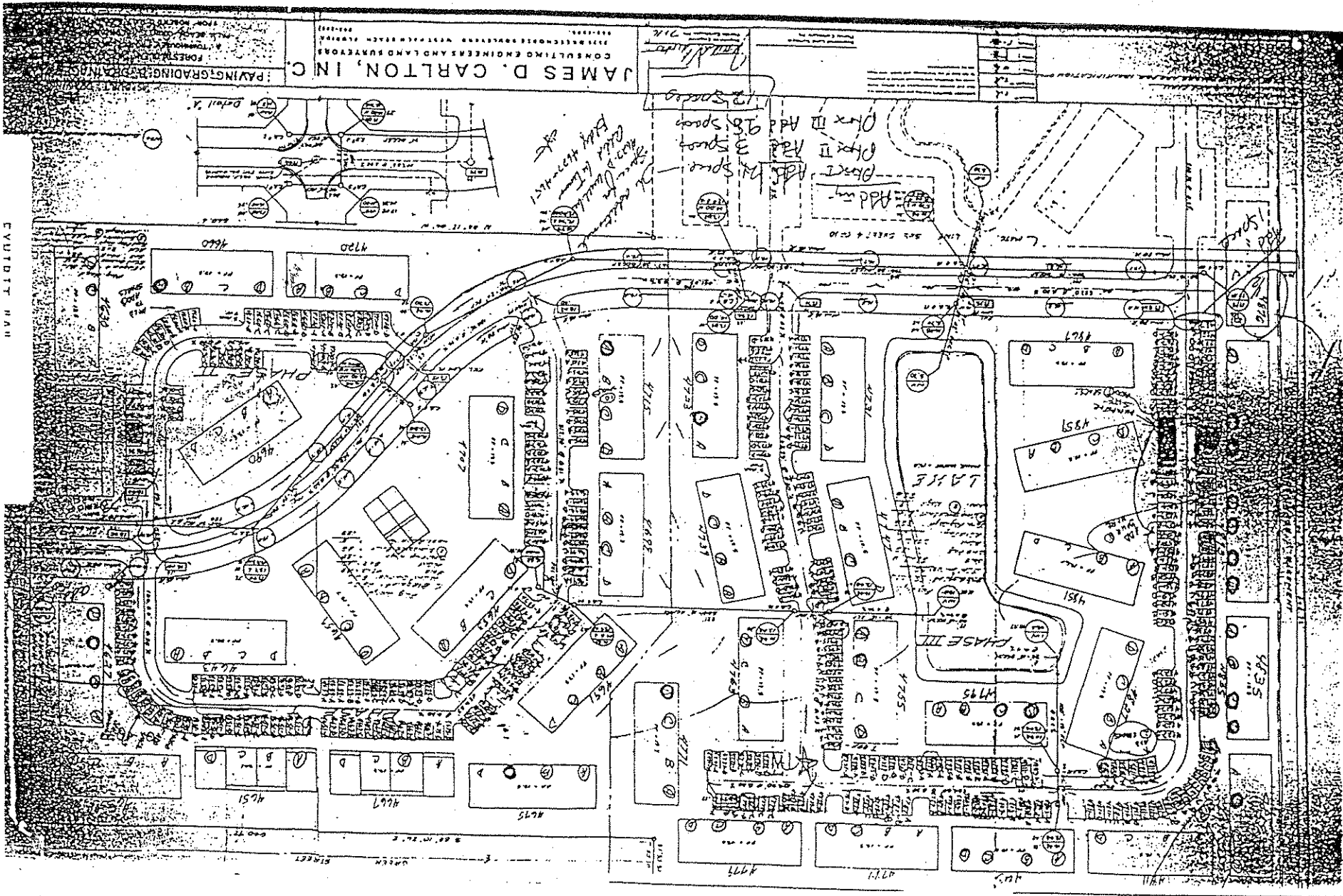
1. The common walls and limited common property shared by the townhouse units; the walls being located on an imaginary line as more particularly described in Schedule "A", which is attached hereto and made a part of hereof, and the limited common property being set forth in Schedule "B" hereof shall be party walls and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls, the limited common property from any cause whatsoever, other than the negligence or wilful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s) and limited common property and each townhouse owner shall have the right to full use as herein contained of said wall(s) and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls and limited common property, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title. Whenever such wall and limited common property or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and of the same or similar materials and of like quality. Provided, that if such maintenance repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) townhouse unit owner, any expense incidental thereto shall be borne solely by such wrong doer. If a townhouse owner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other townhouse owner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a townhouse owner shall give or shall have given, a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right his option to exercise the rights of his mortgagor as an owner hereunder and in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the townhouse unit owners. If a townhouse owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto and the wall shall become the property of the adjacent townhouse owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any townhouse owner removing his improvements from the party wall or making use of the party wall, shall do so in such a manner as to preserve all rights of the adjacent owner in the wall and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls and limited common property for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or limited common property in any manner impair the value of said walls or limited common property.

75



ARTICLES OF INCORPORATION

OF

FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC.

(A Corporation not for Profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit, the Articles of Incorporation of which read as follows:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 565 Kirk Road, West Palm Beach, Florida.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

Robert C. Malt, whose address is 565 Kirk Road, West Palm Beach, Florida, is hereby appointed the initial registered agent of this Association, and his address is designated as the initial registered office of the Association.

#### ARTICLE IV

##### PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors or Officers, and the specific purposes for which it is formed are

to provide for the ownership, maintenance, and preservation of the common area within the Property being developed as FOREST GLEN hereinafter referred to as the Project in Palm Beach County, Florida, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

- (b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of

- (g) of two-thirds (2/3) of each of members; and
- Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have to exercise.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any single family residential unit within the property known as FOREST GLEN which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have one class of voting membership:

Members shall be all owners and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no

shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The initial Board of Directors shall consist of three members and three incorporators, whose names and addresses are as follows:

Robert C. Malt

565 Kirk Road  
West Palm Beach, Florida

B. Ann Malt

565 Kirk Road  
West Palm Beach, Florida

Claire Lefterson

565 Kirk Road  
West Palm Beach, Florida  
The affairs of the Corporation will be managed by the directors. These directors or their successors shall serve until seventy (70%) percent of all possible units in the plat or plats of FOREST GLEN, as is now

recorded and as may be subsequently recorded in the Public Records of Palm Beach County, Florida, have been sold, with sale being defined as title to the Unit being recorded in the Public Records of Palm Beach County, Florida. When seventy (70%) percent of all such units have been sold, one

or more members of the Association shall have the right to petition the Association to hold a meeting of the members for the purpose of electing one (1) member to the Board to replace one of the above initial members or their successors, as the case may be. After the members of the Association hold such a meeting and election, the members of the Board shall decide among themselves as to which member shall resign, and shall notify the members of the Association of their decision, and forthwith hold a special meeting of the Board to recognize the new director.

the Association, including all licenses, taxes, or Governmental charges levied or imposed against the property of the Association;

- (c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

- (d) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- (e) Dedicate, sell, or transfer all or any part of the common area of FOREST GLEN to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the directors. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the directors, agreeing to such dedication, sale, or transfer;

- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation, or annexation shall have the assent

After ninety (90%) percent of all such units have been sold, one or more of the members of the Association shall have the right to petition the Association to hold a meeting of the members to replace the other two (2) above initial members or their successors, as the case may be. After such an election, a special meeting of the Board shall be held for the purpose of recognizing the new directors.

Until such levels of sales are achieved, control of the Association shall be vested in a majority of the initial named directors, or their successors. The developer of the project, Robert C. Malt, in its sole discretion shall have veto power on any act of the Board of Directors that affects the marketability of any unsold units in the Project.

The number of members of the Board shall initially be three (3), but may be increased after ninety (90%) percent of the units have been sold, as stated above, to more than three (3) by vote of a majority of the members of the Association.

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds ( $2/3$ ) of its members. Upon dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit

corporation; association, trust, or other organization to be devoted to such similar purposes.

#### ARTICLE IX

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE X

##### AMENDMENTS

Amendment of these Articles and By-Laws shall require the assent of seventy-five (75%) percent of the entire membership.

#### ARTICLE XI

##### OFFICERS

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

President: Robert C. Malt

565 Kirk Road  
West Palm Beach, Florida

Vice President: B. Ann Malt

565 Kirk Road  
West Palm Beach, Florida

Secretary:

Claire Lefterson

565 Kirk Road  
West Palm Beach, Florida

Treasurer:

Robert C. Malt

565 Kirk Road  
West Palm Beach, Florida

#### ARTICLE XII

##### INDEMNIFICATION

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

#### ARTICLE XIII

##### BY-LAWS

The first By-Laws of the Association will be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by said By-Laws.

IN WITNESS WHEREOF, the undersigned subscribers have executed these  
Articles of Incorporation this 11th day of April, 1980.

Robert C. Malt  
Robert C. Malt

B. Ann Malt  
B. Ann Malt

Claire Lefterson  
Claire Lefterson

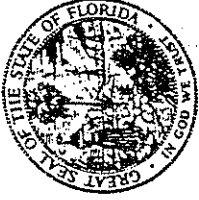
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was <sup>sworn to and</sup> acknowledged before me this 11th day of  
April, 1980 by Robert C. Malt, B. Ann Malt and Claire  
Lefterson.

(SEAL)

Kathy Joan Wilcox  
Notary Public, State of Florida at Large.  
My Commission Expires: 8/29/83



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

March 30, 1994

FOREST GLEN PROPERTY OWNER ASSOCIATION, INC.  
P.O. BOX 17855  
WEST PALM BEACH, FL 33416

Re: Document Number 752321

This will acknowledge the reinstatement for FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, which was filed on March 24, 1994.

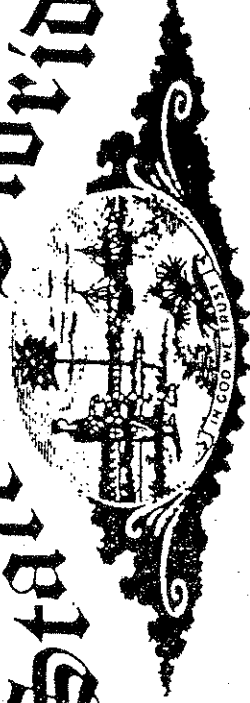
Enclosed please find the certification requested.

Should you have any questions regarding this matter, please telephone (904) 487-6051, the Qualification and Registration Section.

Kenny Manning  
Corporate Specialist  
Division of Corporations

Letter Number: 794A00014140

# State of Florida



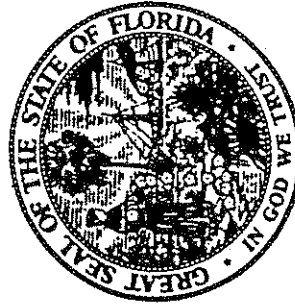
Department of State

I certify from the records of this office that FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 5, 1980.

The document number of this corporation is 752321.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on March 24, 1994, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
thirtieth day of March, 1994

A handwritten signature in cursive script, reading "Jim Smith", is written over the printed name and title.

Jim Smith  
Secretary of State

CR2EO22 (2-91)

DECLARATION OF PARTY FACILITIES  
FOR FOREST GLEN

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by  
ROBERT C. MALT & CO., a Florida Corporation.

WITNESSETH:

WHEREAS, Declarant, ROBERT C. MALT  
is the owner in fee simple of the property described in Schedule "A" situate  
and being in Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid property a  
building containing four separate townhouse units connected by common walls  
as shown a Schedule "A" attached; and

WHEREAS, such building is designated to be occupied soley by four single families  
living independently of each other; and

WHEREAS, each such townhouse unit will share common walls with the adjacent  
building and each such common wall to be located on an imaginary line, being  
more particularly described in Schedule "A", which is attached hereto and made  
a part hereof; and

WHEREAS, Declarant is desirous of declaring each of the above described common  
walls, to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights  
and duties of the purchaser, including their heirs, assigns, successors, and  
grantees, of the above described townhouse units pertaining to said party walls;  
and

WHEREAS, Declarant is further desirous that this Declaration be construed to  
create a covenant running with the land;

NOW THEREFORE, it is hereby declared that upon the completion of the building  
containing four separate townhouse units, to be constructed on the aforesaid  
property;



B93338 P0556

8. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

9. All mortgagees of townhouse owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all townhouses upon which they have a mortgage loan.

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

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on seventy (70%) percent of the units. The owners of units shall be entitled to elect one (1) member of the Board of Directors of the Association after seventy (70%) percent of the units are sold and closed, and a majority of the Board when ninety (90%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this Declaration of Protective Covenants, Conditions, and Restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any townhouse unit shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned. At such time the Association has been turned over to the members consistent with this paragraph and the Articles of Incorporation the members of the Association shall have the right to amend the Declaration of Protective Covenants, Conditions and Restrictions consistent with the Articles of Incorporation.

13. The undersigned has arranged for the wiring in conduits capable of furnishing master cable television system to Forest Glen. Each owner shall be responsible for any charges of the use of such master antenna cable television facility. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in the Declaration shall not be effective unless and until same has been recorded in the public records of Palm Beach County, Florida.

15. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to use insurance proceeds on the units to accomplish such repair and rebuilding of the townhouse unit to comply with this responsibility.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of twenty (20) years, unless an instrument signed by a majority of the owners of the townhouses and their mortgagee has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in paragraph 12 above.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal this 4th day of August, 1980.

ROBERT C. MALT & CO.

Robert C. Malt - President

(Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Robert C. Malt, to me known as the President of Robert C. Malt and Co. a corporation under the laws of the State of Florida, and acknowledged that he executed the foregoing instrument for and on behalf of the said corporation, as and for its act and deed for the uses and purposes therein expressed, and the said president further acknowledged that he affixed the seal of the said corporation to said instrument, that the seal thereto affixed is, in fact, the seal of the said corporation and that the seal was affixed pursuant to due and legal corporate authority.

WITNESS my hand and official seal this 4th day of August A.D. 1980.



Notary Public, State of Florida

My Commission expires:

Notary Public, State of Florida  
Commission Expires 12/31/81

B3338 P0557

EXHIBIT "A"

A PORTION OF LAND IN THE REPLAY OF WESTOVER AS RECORDED IN PLAT BOOK 19, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 50 FEET THEREOF FOR THE RIGHT-OF-WAY OF GREEN STREET AND THE EAST 50 FEET THEREOF FOR THE RIGHT-OF-WAY OF LEXINGTON AVENUE. TOGETHER WITH;

THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. TOGETHER WITH;

THE SOUTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43, SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 7.00 FEET THEREOF FOR THE RIGHT-OF-WAY OF LAKE NORTON DRAINAGE DISTRICT LATERAL 4.

CONTAINING 29.54 ACRES, MORE OR LESS.

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

83938 P0558

✓  
This instrument was prepared by:  
And should be returned to:  
LEWIS F. CRIPPE  
GUNSTER, YAMLEY, CRISER & STEWART  
PROFESSIONAL ASSOCIATION  
P.O. National Bank Building  
Palm Beach, Florida 33480

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF FOREST GLEN

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF FOREST GLEN, made this 30th day of October,  
1980, by ROBERT C. MALT & CO. (hereinafter referred to as the  
"Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of that certain real  
property described in Exhibit "A" attached hereto and made a part  
hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Developer has previously recorded a certain in-  
strument entitled Declaration of Covenants, Conditions and  
Restrictions of Forest Glen applicable to the Property, dated  
August 4, 1980, and recorded in Official Record Book 3338, Page  
553, public records of Palm Beach County, Florida (hereinafter  
referred to as the "Declaration"); and

WHEREAS, the Declaration establishes a non-profit Florida  
corporation known as Forest Glen Property Owners Association,  
Inc., (hereinafter referred to as the "Association"), for the pur-  
pose of administering certain common property as defined in the  
Declaration (hereinafter referred to as the "Common Property");  
and

WHEREAS, the Developer intends to construct certain patio  
areas (hereinafter referred to as the "Patios") upon portions of  
the Common Property, which Patios shall be deemed to be limited  
common property, appurtenant to individual townhouse units con-  
structed upon the Property; and

WHEREAS, the Developer wishes to amend the Declaration, in  
order to provide for the construction of the Patios as hereinafter  
set forth.

NOW, THEREFORE, the Declaration is hereby amended as fol-  
lows:

80 195551

RECORDED - 3  
FEB 1981

16.60

B33998 P0884

1. The Developer shall, in its discretion, construct upon the Property certain Patios adjacent to individual townhouse units. All such Patios shall be constructed upon the Common Property owned by the Association, but each shall be deemed to be limited common property, to be utilized only by the owner of the adjacent townhouse unit.
2. The adjacent townhouse unit owner shall be fully responsible for the maintenance and repair of the Patio, and for the payment of all costs in connection therewith. In the event that such owner fails to so maintain the adjacent Patio, the Association shall have the right, but not the obligation, to maintain the Patio, in which event the Association may assess the adjacent townhouse unit owner for all such maintenance costs. In the event that the townhouse unit owner fails to pay such assessment, the Association shall have the right to file a lien against such owner's townhouse unit, in the manner described in Paragraph 2 of the Declaration.
3. The following restrictions shall apply to each patio constructed upon the Property:
- a. Each Patio shall be enclosed by a six foot (6') cypress, shadow-box style privacy fence.
  - b. In addition to, or in lieu of, the fence described hereinabove, each Patio may be enclosed by a dark bronze, anodized aluminum screen enclosure, with dark bronze screening.
  - c. The Patio may not be used in any manner inconsistent with the use of the adjacent townhouse unit as a residential structure.
  - d. Any variance from the restrictions contained herein must obtain the prior written approval of the Association.

83398 P0885

4. The construction of a Patio by any party other than the Developer must obtain the prior written approval of the Association, and any such construction must comply with the terms hereof.
5. Except as modified hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

ROBERT C. MALT & CO.

BY [Signature]  
Robert C. Malt, President



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of October, 1980, by Robert C. Malt, the President of Robert C. Malt & Co., on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires 10/31/80



CONSENT

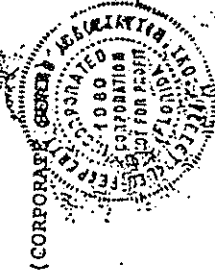
By execution hereof, and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Association does hereby consent to, and does hereby grant easement for, the construction of the Patios upon the Common Property owned by the Association, as described in the foregoing instrument.

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

FOREST GLEN PROPERTY OWNERS  
ASSOCIATION, INC.

BY [Signature]



83398 P0886

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of October, 1980, by Robert L. Hall, the President of Forest Glen Property Owners Association, Inc., on behalf of the corporation.

*Charles B. Lefter*  
Notary Public  
My Commission Expires 12/31/81  
(NOTARIAL SEAL)



B3398 P0887

EXHIBIT "A".

PORTION OF LAND IN THE REPLAT OF WESTOVER AS RECORDED IN PLAT BOOK 18, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NE 1/4, WEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 50 FEET THEREOF FOR THE RIGHT-OF-WAY OF GREEN STREET AND THE EAST 50 FEET THEREOF FOR THE RIGHT-OF-WAY OF LEXINGTON AVENUE, TOGETHER WITH:

THE SOUTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, TOGETHER WITH:

THE SOUTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 7.00 FEET THEREOF FOR THE RIGHT-OF-WAY OF LAKE WORTH DRAINAGE DISTRICT DRAINAGE 4.

CONTAINING 29.54 ACRES, MORE OR LESS.



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

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

83898-P0898

Rec'd Oct, 1992

SEP-09-1992 02:44PM 92-275031  
ORB 7387 Pg 1099

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

OFFICIAL

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF FOREST GLEN

I HEREBY CERTIFY that the Amendment attached as Exhibit "1"  
to this Certificate was duly adopted as an Amendment to the  
Declaration of Covenants, Conditions and Restrictions of Forest  
Glen. The original Declaration is recorded in Official Records  
Book 3338, at Page 0553 of the Public Records of Palm Beach County,  
Florida.

DATED this 21st day of August, 1992.

As to Witnesses:

Forest Glen Property Owners  
Association, Inc.

|                      |                                       |           |                             |
|----------------------|---------------------------------------|-----------|-----------------------------|
| Sign                 | <u>Antoinette Yeager</u>              | Sign      | <u>Debbie M Stone</u>       |
| Print                | <u>Antoinette Yeager</u>              | Print     | <u>Debbie M Stone</u>       |
|                      | <u>4756 C. Orleans Dr., W.P.B. FL</u> |           | <u>4779 C. Orleans Ct</u>   |
| Sign                 | <u>Kathleen Perotti</u>               | Address   | <u>4779 C. Orleans Ct</u>   |
| Print                | <u>Kathleen Perotti</u>               |           | <u>W.P.B. 3133 NIS</u>      |
|                      | <u>1708 W. Terrace Dr</u>             | Sign      | <u>Linda B. Gumbin</u>      |
| Sign                 | <u>Antoinette Yeager</u>              | Secretary | <u>Linda B. Gumbin</u>      |
|                      | <u>4756 C. Orleans Dr., W.P.B. FL</u> | Print     | <u>Linda B. Gumbin</u>      |
| Print                | <u>Antoinette Yeager</u>              | Address   | <u>1733 W. Terrace Dr.</u>  |
| Sign                 | <u>Antoinette Yeager</u>              |           | <u>Lake Worth, FL 33460</u> |
|                      | <u>4756 C. Orleans Dr., W.P.B. FL</u> |           |                             |
| STATE OF FLORIDA     |                                       |           |                             |
| COUNTY OF PALM BEACH |                                       |           |                             |

The foregoing instrument was acknowledged before me this 21st  
day of August, 1992 by Debbie Stone and Antoinette Yeager, as President  
& Secretary on behalf of Forest Glen Property Owners  
Association, Inc. He/she is personally known to me or has produced  
Driver's License as identification and did take an oath.



ANTOINETTE YEAGER  
MY COMMISSION EXPIRES 12/31/93  
EMERGENCY PROXY INSURANCE, INC.

Notary Public:

Sign Antoinette Yeager  
Print Antoinette Yeager  
State of Florida at Large (Seal)

My Commission Expires:

This instrument prepared by:

Edward Pickler, Esquire  
ST. JOHN & KING  
500 Australian Avenue So., Suite 600  
West Palm Beach, Florida 33401  
(407) 653-8994

SECOND AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF FOREST GLEN PROPERTY OWNERS ASSOCIATION INC.

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Glen is a true copy of the resolution amending the declaration of Covenants, Conditions, and Restrictions which was adopted and approved by the properly called and convened annual meeting of the Association held on the eleventh day of July, 1992. This resolution was adopted in accordance with the terms of the Association By-Laws.

The Declaration of Covenants, Conditions, and Restrictions of Forest Glen is hereby amended to read as follows:

1. All the land described in Exhibit A attached to the Original Declaration less all the land on which town-houses have being built are known as common property. This common property consists of the roadways, parking, water management tracts, drainage easements and all other areas as shown on the plat of Forest Glen. This common property is owned by Forest Glen Property Owners Association Inc., a corporation non for profit organized under the laws of the State of Florida which administers such property in keeping with this Declaration as well as the Articles of Incorporation and By-Laws of Forest Glen Property Owners Association Inc. together with the Rules and Regulations promulgated by the Association.

2. The water and sewer lines going from the point of connection to the central water distribution and sewage collection lines of Palm Beach County, Florida are referred to in this document as limited personal property. These items of limited personal property are administered by the Association for the benefit of the owners of the four (4) separate town-house units that have been built in each building structure. The cost of repair, cleaning, and maintenance of these lines for a particular building structure are borne equally by the four (4) owners of the town house units located in such structure. The expenditure of funds by the Association for this purpose shall be assessed to each of the four owners in such a manner that each receives his/her appropriate share of the incurred expense. The assessment shall be due and payable thirty<sup>30</sup>(30) days after billing. Sums still unpaid after thirty (30) days shall bear interest at the highest rate of interest permitted by law from the due date until paid. Payments on account shall be first applied to interest and then to the assessment payment first due. The Association has the right to file and foreclose a lien against the property of the owner who fails to make required payments. The lien for unpaid assessment shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of assessments and foreclosure of liens.

3. The owners of the four (4) town-house units comprising a single building structure own fee simple title to their unit subject to a party-wall agreement filed in the public records of Palm Beach County, Florida. The town-house units are additionally identified by the surveys attached to the original Declaration as part of Schedule B.

4. Town-house owners shall not in any way alter or change the color of the exterior of their town-houses' Exterior walls, roof, and the fencing around the court yard are to be maintained by each town-house owner in quality condition at all times. Failure to maintain the town-house in such manner will result in a thirty (30) day notice to the town-house owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, the Association may contract to have such work performed and the town-house owner shall be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien and foreclose for non-payment of such charges, in which event, the town-house owner shall be responsible for attorney's fees and costs. Town-house owners desiring to decorate the exterior of the town-house units of their property in a color and finish other than that of the remaining town-houses shall obtain the consent in writing of all the remaining town-house owners prior to the change in decoration. No prior approval shall be required when the exterior decoration is done with the same color and finish of all other town-house units. Normal maintenance of the roof of the town-house units such as cleaning, recoating, or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four town-house owners comprising a single building structure. The expense of such maintenance shall be borne proportionately by the four town-house owners. The proration shall be determined by the ratio of square footage of the roof corresponding to each town-house unit to the total square footage of the entire building structure. In the event of damage or destruction which is confined to the roof area wholly within the

dimensions of a single town-house unit, the cost of repair or replacement shall be borne by the single town-house unit owner. The cost of damage or destruction of adjacent roof areas caused by the negligence or wilful misconduct of a town-house shall be borne in its entirety by such negligent owner. In the event that town-house owners neglect or refuse to pay their share, (or all the cost in case of negligence or wilful misconduct), any other affected town-house owner may have such roof repaired or replaced and shall be entitled to file and foreclose a lien on the town-house of the responsible owner in the amount of such owner's share of the cost of repairs or replacement plus applicable attorney fees. Mortgagees holding mortgages upon the property of town-house owners responsible of the negligence or wilful misconduct just described shall have the same right as town-house owners to perform repairs and replacements and proceed against responsible town-house owners.

5. The Association shall maintain adequate property and casualty insurance on each town-house structure. The Association will also carry adequate insurance on the common property. Insurance costs shall be part of the annual maintenance cost assessed to each town-house owner. Annual assessment fees will be subject to the collection methodology described in No 7 below as well as the Rules and Regulations of the Association. Any contents placed inside the town-house structure as well as any additions made in or to town-house structures may be insured as each owner may desire. In the event of casualty loss the Association shall act as the agent of all owners and adjust the loss on their behalf.

6. By virtue of acceptance of the deed of conveyance to a town-house, each town-house owner becomes automatically a member of Forest Glen Property Owners Association, Inc. As members of the Association, all owners are governed by this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association as may be amended from time to time.

7. According to the By-Laws of the Association, Forest Glen Property Owners Association Inc shall hold one annual meeting concurrent with the election of new board of directors. The preceding Board shall approve the annual budget for the next fiscal year unless the budget calls for improvement or capital expenditures in excess of \$28,000.00. In this event, a majority of owners present at the annual meeting must approve that portion of the budget which calls for such improvements or capital expenditures. The annual maintenance fee assessed to each town-house owner will be equal to the sum of the approved budget divided by the number of property owners on record forty five (45) days prior to the date of the annual meeting. The annual assessment fee will be collected in twelve equal installments each due on or before the tenth day of each month. Monthly late fees in the amount of six (6) percent of outstanding balances or \$20.00, whichever is less, may be assessed if payments are made after the tenth day of each month and shall be assessed if no payments are received in any given month. In addition, delinquent owners shall be responsible to pay interest on outstanding balances excluding late fees at the highest rate permitted by law. Failure to pay the assessment installments, late fees, and accrued interest and late fees when due may result in the imposition and foreclosure of a lien on the

town-house of the delinquent homeowner in which case the Association will be entitled to reasonable attorney's fees and collection costs. The designated Association's Treasurer acting in accordance with the Association By-Laws shall enforce the Association's collection policy including the assessment of late fees. In addition to the ordinary annual assessment fee the Association may levy special assessments in any assessment year, applicable to that assessment year only.

8. Subject to the limitations contained in the Association's Rules and Regulations, town-house owners shall have perpetual and free right to the use and enjoyment of all current and future common property owned by the Association. This right shall include but not be limited to the ingress and egress over all of the common property. The rights of town-house owners over common property shall be extensive to all invitees and guests of the town-house owner. Notwithstanding the fact that parking spaces form part of common property, the Association will designate at least two parking spaces for the exclusive use of the occupants of each Forest Glen Unit. In designating parking spaces, the Association shall attempt that all assigned parking spaces be as close to the door of each building unit as possible. Parking spaces not reserved for the exclusive use of owners or their tenants will be marked as visitor parking. The parking spaces assigned to visitors will be apportioned throughout the entire parking area and may be used by tenants or resident owners when not occupied.

9. Acquirers of title as a result of foreclosure of the first mortgage or by a deed taken in lieu of foreclosure of the first mortgage, and their successors and assigns, shall not be liable for any delinquent assessments due to the Association and owed by the former town-house owner. However

acquirers of title in the form just described will be responsible for payment of assessment installments as of the date of title acquisition.

10. The members of the Association have the right to amend this Declaration of Protective Covenants, Conditions, and Restrictions by a majority of the entire membership.

11. Exterior radio or television antennas are not permitted under any circumstance.

12. The liens referred to in this declaration shall not be effective unless and until they have been recorded in the Public Records of Palm Beach County, Florida.

13. In the event of damages to town-house units resulting from an act of God or other casualty, their owners shall allow reparation or rebuilt in accordance with the original architectural plans and specifications. The Association shall apply insurance proceeds towards such repair or rebuilding.

14. The board of directors has the authority to amend the Rules and Regulations of Forest Glen. The Rules and Regulations of Forest Glen are an integral part of this Declaration. Violation of the Rules and Regulations are subject to the penalties described in this Declaration.

15. The Association shall enforce this Declaration by levying fines and initiating action to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of its covenants. In addition, any party suffering damages as a result of the violation may initiate the action either against the violator or against the Association if the Association refuses to enforce the covenants. The prevailing party shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for attorney services.

16. In order to assure a community of congenial residents and thus provide the value of the dwellings and to provide for the health, safety, welfare, and morals of the community, the leasing of Forest Glen town-houses shall be subject to the following provisions:

a. Subject to the limitations described below Forest Glen town-house owners are authorized to lease the units they own. Renting of units without a duly authorized lease agreement is absolutely prohibited. Town-house owners shall notify the Association in writing of their intention to lease their units and shall furnish with that notification a copy of the lease together with a completed application form and a copy of the Association Rules and Regulations signed by each prospective tenant who is eighteen (18) years of age or older. All the questions on the application form must be fully answered. Application forms may be obtained from the Association's office. The application forms will be those approved from time to time by the Board of Directors.

b. All leases must be in writing and for a term not less than 180 days. Further, all leases shall include a clause providing that the lessee, the lessee's family, and the lessee's guests shall be subject in all respects to the terms and provisions of this Declaration and to the Rules and Regulations of the Association. Failure by the lessee to comply with the terms and conditions of this Declaration and of the lease agreement shall constitute default and breach of the lease contract. The Association shall have the right to initiate eviction proceedings or other action against lessees in the event that breach of contract results from violation on the part of the lessee of the terms of this Declaration and the Rules and Regulations of the Association. It shall be the obligation of the lessors to supply the Lease Review Committee with a copy of each lease signed by both parties prior to obtain Association approval for the lessee occupying the premises. Lessors will be ultimately responsible for damages caused by lessees to either common property or the property of other owners by the lessee, the lessee's family, the lessee's guests, and the lessee's pets.

c. In its first meeting (organization meeting) after the Association annual meeting mandated by the By-Laws of the Association, the board of directors shall appoint a lease review committee empowered to meet and reject or approve all proposed leases until the next elected board of directors designate a new lease review committee. The board of directors is free to retain one or more members of the old lease review committee to serve for more than one term. The lease review committee shall consist of three owners two of which must be Forest Glen resident owners. The board of directors has the option to fill the third position with any

other person with no regard to whether or not such person is resident or owner of Forest Glen units. The members of the lease review committee shall be considered officers of the Association and in such capacity they shall be subject to compensation, dismissal and other employment determinations according to the applicable policy established from time to time by the board of directors. Vacancies in the lease review committee before the designated term is expired may be filled, regardless of reason at the option of the Board of Directors provided that the majority of the committee is formed by Forest Glen resident owners.

d. Immediately upon receipt of a complete application, the Lease Review Committee shall meet and, within three fully completed business days from the date of receipt of the copy of the lease and the corresponding application form, either approve or reject the proposed lease agreement. It shall be the responsibility of the prospective lessor/owner to contact the Lease Review Committee to inquire about the rejection or approval of duly submitted leases at the expiration of the three full business days. The Lease Review Committee may be contacted at the office of the Association in person, by mail, by telephone, or by any other means of communication. Failure of the lease review committee to furnish its decision when requested, provided that the review time has expired, shall be construed as approval of the lease. After expiration of the required review period, the lease review committee shall communicate its decision in writing to the prospective lessor. Rejections, if any, shall be fully supported as to the rationale for denying the request. The time used by the postal service to deliver the committee's decision will not be counted to determine the three full business days referred to above.

e. The Lease Review Committee shall make its determination based on the following criteria:

- (1). Forest Glen units shall be occupied by no more than three (3) unrelated individuals or more than six (6) related persons comprising one (1) family. The definition of family applies exclusively to grandparents, parents, and children. Under special circumstances the committee may consider other related individuals to comprise a family but in no circumstance unrelated individuals will be considered as member of one family. Couples living together as husband and wife will be considered related persons whether they are married or not.
- (2) Every prospective occupant over the age of eighteen (18) years must sign the application and the Rules and Regulations.
- (3) Subleasing is prohibited unless prior approval from the lease committee is obtained. Request for subleases must be submitted by both the landlord and the tenant.
- (4) The combined family (including minors authorized to work) gross monthly income or the combined gross income of all adults executing the lease must be equal to at least three monthly lease payments.

In addition to the above criteria, the screening committee shall consider the following:

- (i) Employment references; if any.
- (ii) Prior residence addresses for the preceding two (2) years.
- (iii) Convictions of felonies and misdemeanors other than traffic violations.

f. No more than two pets per household shall be permitted. Pets other than cats and dogs will require a special permit from the Association. Allowed pets shall be subject to the applicable Rules and Regulations of the Association.

g. There shall be a non-refundable fee of fifty (\$50.00) dollars which must be submitted with the completed applications. The non-refundable fee shall be reduced to \$35.00 if an applicable credit report from a reputable and verifiable credit agency is attached to the application. Incomplete applications along with the corresponding application fee shall be returned with no action taken. The excess, if any, of application fees over application review costs and any net income resulting from the Association acting as lease administrator or agent of owners shall be devoted by the Association to increase its long-term investments appropriation accounts. The accounting of application review expenses and revenue will be kept separate from the records used to account for lease administration fees and also separate from ordinary and special assessment records.

BY-LAWS

OF

FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC.

A Corporation not for profit under  
the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of the FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC.

hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

The Association has been organized for the purpose of owning and operating certain lands and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common by the members of the Forest Glen Property Owners Association, Inc. which members shall all be property owners at Forest Glen. Such operation by the Association shall include the management of Forest Glen in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of Forest Glen", and the enforcement of such covenants, conditions and restrictions.

A. The office of the Association shall be at 1920 Palm Beach Lakes Blvd., West Palm Beach, Florida 33409. (until changed)

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

C. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, and an impression of which is as follows:

ARTICLE II

MEMBERS MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time, on the first Thursday in September of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one third (1/3) of the votes of the entire membership.

J. Proviso. Provided, however, that until the Developer of Forest Glen has all of the contemplated improvements and closed the sales of all of the townhouses located at Forest Glen, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. Which approval shall not be unreasonably withheld.

### ARTICLE III

#### DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

D. Election of Directors shall be conducted in the following manner:

1. The Election of Directors shall be held at the annual members' meeting.
2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual member's meeting. The committee shall nominate one person for each director than serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.
3. The elections shall be held by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
6. Provided, however, that until the Developer of Forest Glen has completed all of the contemplated improvements and closed the sales of all the townhouses at Forest Glen Townhouses or until the Developer elects to terminate its control of the Association and in the event of vacancies the remaining directors, the vacancies shall be filled by the Developer. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on seventy (70) percent of the units. The owners of the unit shall be entitled to elect a majority of the Board of Directors of the Association after ninety (90) percent of the units are sold. Further, the undersigned shall have veto power on any act of the Board of Directors as long as Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned.

C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

E. Regular meeting of a newly-elected Board of Directors shall be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each (3) days to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or these By-Laws.

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

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

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

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

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

5. Each common wall and limited common property to be constructed on the above described lots is to be and remain a party wall and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A" this agreement shall not be modified, abandoned or extinguished without the consent of such mortgages and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any outstanding mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Signed, Sealed and Delivered  
in presence of:

ROBERT C. MALT & COMPANY

By: Robert C. Malt

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ROBERT C. MALT, to me well known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public, State of Florida

My commission expires:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF  
FOREST GLEN  
(Townhouse Community)  
Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ROBERT C. MALT & CO., is the owner of certain property to be hereinafter known as FOREST GLEN, and described in Exhibit A attached hereto and made a part hereof.

1. All the land described in Exhibit A less all the land comprising the Townhouse Units, shall be known as common property, such common property shall consist of the roadways, parking, water management tracts, drainage easements and all unimproved areas as shown on the plat of Forest Glen. This common property will be owned by Forest Glen Property Owners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, herein-being conveyed to the Association by the undersigned by separate instruments to be recorded in the public records of Palm Beach County, Florida. The Association shall administer such property in keeping with the Declaration as well as the Articles of Incorporation and By-Laws of Forest Glen Property Owners Association, Inc., together with the Rules and Regulations promulgated by the Association

2. The undersigned is conveying to the Association certain items of personal property to be known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection of the water and sewer lines distribution and sewage collection lines of Palm Beach County, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the four (4) separate townhouse units in each structure. The expense of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the four (4) owners of the townhouse units located in such structure. Upon the expenditure of funds by the Association for any such purpose each townhouse owner in the structure shall be assessed for his share of the expense. The assessment shall be assessed for his share (30) days after billing and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment. Payment first due. The Association shall have the right to file a lien against the property of the owner who shall fail to make this required assessment payments. The lien for unpaid assessment shall also secure costs and reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

3. Each owner of Forest Glen will own fee simple title to his townhouse each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a party-wall agreement to be filed in the public records of Palm Beach County, Florida.

PREPARED BY:  
Robert C. Malt & Co.  
565 Kirk Road  
Palm Springs, FL 33461

✓ Christine Gadey wk

3-2-77

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billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Forest Glen. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of eighteen (18) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Property Owners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood insurance, if required.

6. Each townhouse owner shall automatically become a member of Forest Glen Property Owners Association, Inc. by virtue of acceptance of the deed of Conveyance to his townhouse. As a member of such Association said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

7. The Association shall collect a quarterly charge from each townhouse owner. This charge shall be used to maintain the common property and shall be defined as being "current expenses" within the terms of the By-Laws for Forest Glen Property Owners Association, Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Forest Glen Property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Forest Glen property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his townhouse by the Association for such sum in this event the Association shall be entitled to attorneys' fees and costs. In addition to the quarterly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any repair or replacement of any portion of the common property provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in the By-Laws of Forest Glen Property Owners Association, Inc.

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4. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, or the owner does not file suit within the thirty (30) days to stop the Association, the Association may, contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior or the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owners' townhouses. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the building at the time of construction of the townhouse units, then the consent in writing of the other townhouse owners shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of the first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing otherwise for the painting of the exterior of his townhouse in color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse unit's roof to the total of the entire of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.
5. Property and casualty insurance on each townhouse structure shall be maintained through the Association, so as to protect each owner at the lowest reasonable cost. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when

NOW, THEREFORE, in consideration for the promises, mutual covenants, conditions, provisions, undertakings and releases contained herein, the adequacy of which is admitted by all parties hereto; the parties do hereby mutually covenant and agree with each other as follows:

1. Corrective Work: Robert C. Malt and Company agrees to perform the following corrective work, as defined below in a good and workmanlike manner, to the units of the members of the class as follows:

- a. Assign two (2) parking spaces as close to the front of each class member's unit as it is reasonably possible; assign a third space as close to the other spaces of the class member's unit as it is reasonably possible. The additional parking spaces will be constructed in accordance with and commensurate with the same parking space specifications already constructed and which were approved by the County and in accordance with the Palm Beach County Building Code then in effect. Attached as Exhibit A is a schematic assignment of the parking space which by their signatures below, the parties agree to and accept; and
- b. Stencil unit numbers on assigned parking bumpers as set forth in Exhibit A; and
- c. Apply Tac coat to all non-county roads and parking areas in Forest Glen; restripe the parking areas. However, all potholes which are the result of normal wear and tear shall be repaired by the Homeowner's Association; and
- d. Resurface the tennis courts. The tennis courts will also be resurfaced to allow for proper drainage. However, the parties agree and acknowledge that by this latter provision Robert C. Malt and Company cannot and does not guarantee water will not pool on the tennis courts. The parties also acknowledge and agree that the only guarantee or warranty provided by Robert C. Malt and Company will be the warranty and/or guarantee provided to Robert C. Malt and Company by the subcontractor who resurfaces the tennis courts; and
- e. Stain the facia around the perimeter of the roofs of all buildings to match the stain of the model; and
- f. Blow in five (5) inches of insulation to a factor of R-19; and
- g. Renail siding and seal the bottom edge of the siding where needed to be determined by the special inspector. In the event the special inspector determines the siding cannot be repaired by renailling, then Robert C. Malt and Company shall repair or replace the siding.
- h. Seal and caulk windows where leaking to be determined by the special inspector; and
- i. Tighten lugs in electrical panel where needed. Lugs shall be tightened by a licensed electrician; and if the special inspector deems necessary that the lugs cannot simply be tightened, the aluminum feeder wire shall be repaired or replaced.

2. Preconditions to Corrective Work: The parties agree to the following conditions that must be performed by the class member(s) before the corrective work listed above in Paragraphs 1(f)-(i) can be commenced with respect to that particular class member's unit:

a. Each class member must be current in their homeowners' maintenance fees and insurance. Class members who are delinquent will have up to and including thirty (30) days after the court approval of this settlement agreement to bring these assessments up to date. Failure of any class members to comply with this precondition will render them ineligible for any of the corrective work outlined above in Paragraphs 1(f)-(i).

b. Robert C. Malt and Company will send notices to class members of when the insulation will be added to the units of the class members. These notices shall provide two alternative dates. After receipt of notice, it is the responsibility of each class member to notify Robert C. Malt and Company which of the dates they wish to have the work done. If any class member fails either (a) to have their unit available on either date; or (b) to remove all personal property from the attic area, then that class member shall be deemed ineligible for any insulation corrective work.

c. Class members are required to give notice to Robert C. Malt and Company of any corrective work required on the items set forth in Paragraphs 1(g)-(i). The notice described in Paragraph 2(b) shall inform the class members that they are required to provide written notice to Robert C. Malt and Company of the corrective work required on the items set forth in Paragraphs 1(g)-(i). All notices of class members choices as to date and problems with siding, etc. must be either hand-delivered or mailed to Robert C. Malt and Company, Sales and Rental Office, Forest Glen, 4627-D Orleans Court, West Palm Beach, Florida 33407. These notices will be substantially in the form of Exhibit B which is attached to this settlement agreement. Telephone requests do not constitute compliance with this condition. By their signatures below, the parties approve this form and these conditions.

d. The Homeowners Association will pay \$5,000.00 of the costs to put a fac coat on the roads and parking areas outlined in paragraph 1(b) above. Robert C. Malt and Company will pay the balance of those costs.

e. Any dispute of whether corrective work is required or any other disputes arising out of any corrective work performed are to be resolved by a special inspector whose decision is final. See paragraph 3 below.

3. The Plaintiffs and the Defendants have agreed that Joseph Hughes of Joseph Hughes and Associates, 5110 Belvedere Road, West Palm Beach, FL, is an independent person who will act as the special inspector.

4. Robert C. Malt and Company agrees to pay all the costs associated with hiring the special inspector whose duties shall include the following:

- a. To inspect the corrective work enumerated in paragraph 1 above to insure that Robert C. Malt and Company has completed the corrective work in a workmanlike manner; and
- b. In the event the parties cannot agree to the amount and degree of corrective work required, to determine in each individual circumstance whether a given class member's unit requires corrective work to the siding, windows or logs in the electrical panel and the extent of said corrective work; and
- c. To issue an affidavit of compliance to the parties upon completion of all corrective work stating that Robert C. Malt and Company has made the corrective work required in paragraph 1 above in a good and workmanlike manner; and
- d. To determine if Robert C. Malt and Company has failed to perform any or all of the work listed in Paragraph 1 above in a workmanlike manner. In the event Robert C. Malt and Company fails to correct all the items listed in Paragraph 1 above, the special inspector shall issue a report stating which items have not been corrected. Upon receipt of the report, Robert C. Malt and Company shall have thirty (30) days to correct the conditions. Failure to correct said condition shall be deemed a default of that condition. The special inspector is empowered to grant an extension of time to Robert C. Malt and Company to correct conditions where Robert C. Malt and Company is unable to comply with the agreed upon time schedule set forth in paragraph 5 due to the intervention of a governmental agency and/or due to the unavailability of materials needed to make the corrective work, where the unavailability is beyond the control of Robert C. Malt and Company.
- e. By their signatures below, the parties agree and acknowledge that all disputes arising out of the implementation of this agreement for any corrective work are to be resolved by the special inspector whose decision shall be final. The parties also agree, by their signatures below, to hold harmless the special inspector for any and all decisions that he may make while acting in his capacity as a special inspector pursuant to the terms of this agreement.

5. Robert C. Malt and Company agrees to complete all corrective work listed in paragraph 1 above within one hundred twenty days (120) of approval by the Circuit Court of this settlement agreement. This time may be extended by the special inspector for the reasons set forth in paragraph 4(d), above.

6. In the event the special inspector declares a default which Robert C. Malt and Company does not correct within thirty (30) days, or within any extensions thereto, the Plaintiffs shall have a right of specific performance to compel the corrections of said default. This right accrues only if there is a default declared by the special inspector. The right does not arise if the special inspector issues an affidavit of compliance and the Plaintiffs do not

agree with the special inspector that Robert C. Malt and Company have completed the corrective work on any given item in a good and workmanlike manner.

7. Robert C. Malt and Company agrees to notify all class members of the settlement agreement and court approval of the settlement agreement in substantially the form of Exhibit C attached to this settlement agreement. The parties by their signatures below agree to the form of said notice. Robert C. Malt and Company will bear the cost of preparing and mailing these notices.

8. Robert C. Malt and Company agrees to pay the costs of the court-appointed mediator, Judge Albert Silverman. The parties agree that this amount is \$750.00. By their signatures below, the parties also agree to indemnify and hold harmless Judge Albert Silverman for any and all actions that he took while acting in this capacity as a mediator appointed by the Circuit Court.

9. Robert C. Malt and Company agrees to pay \$100,000 in attorneys fees and costs to the Plaintiffs' attorneys, Levy, Shapiro & Kneen, P.A., as follows:

- a. \$50,000 will be paid within thirty (30) days of court approval of this settlement agreement; and
- b. The remaining \$50,000 will be paid on or before June 12, 1986, assuming the court approves this settlement agreement.

10. The Plaintiffs, individually and as class representatives, agree to dismiss with prejudice all claims against Robert C. Malt, individually. The Plaintiffs, individually and as class representatives, also agree to relinquish release and waive any and all claims that they had or may have had against Robert C. Malt, individually, that arose or could have arisen out of this lawsuit or any of the facts of this lawsuit.

11. The Plaintiffs, individually and as class representatives, agree to dismiss with prejudice all claims against Robert C. Malt and Company, that they have or may have had arising out of this lawsuit and the facts therein. The Plaintiffs, individually and as class representatives, also agree to execute releases on behalf of Robert C. Malt and Company and Robert C. Malt, individually, in the form of Exhibit D which is attached to this settlement agreement. Said releases and dismissals shall be executed upon court approval of this settlement and held in trust by the Plaintiffs' attorneys until completion of all the terms of the settlement agreement at which time said attorneys said forward the originals of those releases and dismissals to the attorneys for Robert C. Malt, individually and Robert C. Malt and Company, c/o

Slawson and Burman Law Offices, 712 U.S. One, Suite 300, North Palm Beach, Florida 33408.

12. Robert C. Malt and Robert C. Malt and Company agree to execute a release on behalf of the Plaintiffs in the form of Exhibit F which is attached to this Agreement. Said release shall be executed upon court approval of this settlement and held in trust by the Defendants' attorneys until completion of all the terms of the settlement agreement at which time said attorneys said forward the original of said releases to the attorneys for the Plaintiffs, c/o Levy, Shapiro & Kneen, P.A., Suite 500, Tower A, Forum III, 1675 Palm Beach Lakes Blvd., West Palm Beach, FL 33401.

13. The Plaintiffs, individually and as class representatives, also agree to waive, relinquish and release any claims for any monies that Robert C. Malt and Company or Robert C. Malt, individually, may recover against any third party for any acts which directly or indirectly gave rise to all or any portion of the Plaintiffs' claims, either as individuals or class representatives, that were asserted against Robert C. Malt and Company and/or Robert C. Malt, individually, in this lawsuit.

14. The parties agree that the Circuit Court shall retain jurisdiction to enforce the terms and provisions of this settlement agreement.

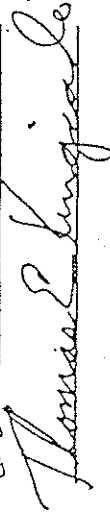
15. The parties agree, by their signatures below, that Exhibit E attached to this settlement agreement, is the verified latest list and constitutes the list of class members for whom corrective work will be provided, pursuant to the terms of paragraphs 1 and 2 above.

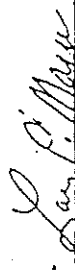
16. By its signature below, the Homeowners Association agrees that Robert C. Malt and Company can make the corrective work enumerated in paragraph one (1) above. The Homeowners Association also agrees that the Five Thousand (\$5,000.00) Dollars from their budget which is referred to in paragraph 2(d) above may be used for the purpose described therein.

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and acknowledged this settlement agreement on the day, month and year first above written.

Witnesses:

Plaintiffs:

  
LARRY P. MACK, individually and as  
class representative

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared LARRY P. MACK, individually and as class representative, to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986.

  
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires 12/31/86  
Florida Notary Public Seal - 1986

Robert O. Glavinia

Thomas P. Kingcade

  
DANNY KOLP, individually and as  
class representative

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared DANNY KOLP, individually and as class representative, to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986.

  
Notary Public

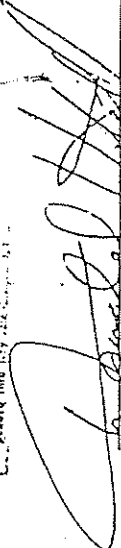
(SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires 12/31/86  
Florida Notary Public Seal - 1986

Robert O. Glavinia

Thomas P. Kingcade

  
DONALD VITALE, individually and as  
class representative

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared DONALD VITALE, individually and as class representative, to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986

(SEAL)

[Signature]  
Notary Public

My Commission Expires:

☐ Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
☐ Notary Public, State of Florida

Robert C. Mait

Thomas P. Kingcade

Karen Moree  
KAREN MOREE, individually and as class representative,

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared KAREN MOREE, individually and as class representative, to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986.

(SEAL)

[Signature]  
Notary Public

My Commission Expires:

☐ Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
☐ Notary Public, State of Florida

Defendants:

Robert C. Mait and Company, Inc.

Joseph D. Whitten, Jr.

[Signature]

[Signature]  
Robert C. Mait, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared Robert C. Malt as President of Robert C. Malt and Company, Inc., to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986

[Signature]  
Notary Public

(SEAL)

My Commission Expires:

☒ Notary Public, State of Florida

My Commission Expires: Dec. 31, 1987

☐ Public Notary, State of Florida

[Signature]

Robert C. Malt, individually

Joseph L. Robinson, Jr.

Lang P. Malt

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared Robert C. Malt, individually, to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986.

[Signature]  
Notary Public

(SEAL)

My Commission Expires:

☒ Notary Public, State of Florida

My Commission Expires: Dec. 31, 1987

☐ Public Notary, State of Florida

HOMEOWNERS ASSOCIATION:

Joseph L. Robinson, Jr.

Lang P. Malt

By: Robert C. Malt - President

Robert C. Malt and Company, Inc. as President of HOMEOWNERS ASSOCIATION of

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, on this 13<sup>th</sup> day of January, 1986, before me, an officer duly authorized in the State of Florida, County of Palm Beach, to take acknowledgements, personally appeared Robert C. Malt, as President of the HOMEOWNERS ASSOCIATION, to me known to be the person subscribed herein and who executed the foregoing settlement agreement and acknowledged before me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL in State of Florida, County of Palm Beach, on this 13<sup>th</sup> day of January, 1986.



(SEAL)

Notary Public

My Commission Expires:

☒ Notary Public, State of Florida

My Commission Expires 06-01-1987

Notary Seal Law 1985, Chapter 119, Section 119.07

Robert C. Malt and Company  
Sales/Rental Office  
Forest Glen  
4627-D Orleans Court  
West Palm Beach, FL 33407

(Class member's name)  
(Class member's address)

Re: Corrective Work pursuant to the Settlement Agreement of  
Mack v. Malt, Case No. 82-3709CA(L) 01 G

Dear \_\_\_\_\_:

On \_\_\_\_\_, Robert C. Malt and Company will come out to add insulation to your unit. On \_\_\_\_\_, Robert C. Malt and Company will come out to pick up any units they missed. You are responsible for notifying the office of Robert C. Malt and Company which day you prefer to have the insulation work done. You are to be available all day of the day you pick for this corrective work to be performed. In addition, all items of personal property must be removed from the attic or the work cannot be completed.

If you feel that your siding requires nailing or sealing on the bottom edge or your windows need caulking or the lugs on your electrical panel need tightening, you will be required to notify Robert C. Malt and Company on or before \_\_\_\_\_ (30 days after court approval of settlement agreement). Robert C. Malt and Company will inspect your unit with the special inspector to verify the problems on this date of \_\_\_\_\_ or on a subsequent date of \_\_\_\_\_.

You must indicate which day you wish to have the inspection occur. Failure to be available for that inspection shall constitute acknowledgement by you that no such problems exist with your siding.

Please return this notice with the date filled in below by mail or hand delivery to Robert C. Malt and Company, Sales and Rental Office at Forest Glen, 4627-D Orleans Court, West Palm Beach, FL 33407. Failure to deliver this notice of the dates in writing will constitute acknowledgment by you that you do no wish to have this corrective work done.

TELEPHONE REQUESTS WILL NOT BE HONORED. ALL REQUESTS AND NOTIFICATION OF DATES MUST BE IN WRITING.

Sincerely yours,

Robert C. Malt  
President

1. Dates for insulation:

Please check the date you wish to be available for insulation

(DATE NO. 1) \_\_\_\_\_

(DATE NO. 2) \_\_\_\_\_

2. Please check the date you wish to be available for repair or sealing on bottom edge of siding, window caulking and tightening lugs on electrical panel

(DATE NO. 1) \_\_\_\_\_

(DATE NO. 2) \_\_\_\_\_

ADDENDUM TO PARAGRAPH 1(b)

The parties, by the initials below, agree to include in the 1986 Budget for the Homeowners' Association, the painting of the parking bumpers. The conditions for the painting shall be as follows:

(a) That the homeowners approve the budget which includes painting of the bumpers by the requisite percentage of homeowners as stated in the By-Laws of the Homeowners' Association. The parties agree that if this is not approved by the requisite percentage, this provision shall not take effect and shall be null and void as part of this Settlement Agreement, and

*units and proxies R.M. Malt & Co.*  
(b) Robert C. Malt and Co. agree to vote its ~~percentage~~ in favor of the addition of this painting to the budget; and

(c) Robert C. Malt and Co. agrees to use the paint contractor chosen by the Homeowners' Association; and

*the parties further agree to allow Robert C. Malt and Co. to use a contractor of his choice so long as said contractor agrees to pay the price quoted from the contractor chosen by the Homeowners.*

(d) Robert C. Malt and Co. agrees to pay \$500.00 for this work. The remaining costs shall be paid by the Homeowners' Association; and

(e) The special inspector is empowered to grant an extension of time provided for in paragraph five (5), above, if, in his opinion, it is necessary to effectuate the terms of this addendum.

(f) The 1986 budget shall be submitted <sup>to M. Malt & Co.</sup> for approval within 60 days from date <sup>of K. Malt</sup> of execution hereof. The parties further

*I, R.C. Malt, agree that this meeting substitutes any requirements in the By-Laws to hold a budget and annual meeting in September or October of 1985.*

(g) Vega Heflin shall execute a release in the same form as attached as Exhibit F to the Settlement Agreement.

*Robert Malt & Co.*  
*by Robert Malt, President*

*Lay P. Moore*  
*Dan A. Wolf*  
*Individual*

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

#### ARTICLE V

##### OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptory two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he is his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice President in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provision:

A. Accounts. The receipts and expenditure of the Association shall be created and charged to accounts under the following classification as shall be appropriated, all of which expenditures shall be common expenses:

(1) Current Expenses, which shall include all receipts and including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include funds to be used for capital expenditures for additional improvements to the common property.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current expense.

(2) Reserve for deferred maintenance.

(3) Reserve for Replacement.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided however, that in the expenditure of this fund, no sum in excess of One Thousand Dollars (\$1,000.00), shall be expended for a single item or for a single purpose without approval of the members of the Association.

(5) Operation, the amount of which may be to provide a working fund or to meet losses.

(6) Provided however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at Forest Glen or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances of contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy on the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in four installments on the first days of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any accounts that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1st; and if made prior to July 1st, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1st. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessments installments upon default. If a townhouse owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessments upon notice to the townhouse owner, and then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him be registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the townhouse concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse owners concerned, the assessments shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan association as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only be checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant or by an auditing committee consisting of not less than three members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

II. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premium on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided, such approvals must be by:
1. Not less than seventy-five (75) percent of the entire membership of the Board of Directors and not less than seventy-five (75) percent of the votes of the entire membership of the Association; or
  2. Not less than eighty (80) percent of the votes of the entire membership of the Association; or
  3. Until the first election of directors, by all of the directors.
- C. Proviso. Provided however, that no amendment shall discriminate against any townhouse owner, nor against any townhouse or class or group of townhouse unless the townhouse owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.
- D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of Forest Glen Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Anthony Ruasda  
Secretary

Sh. Krashten  
President

William Jackson  
Vice President

Carolyn Gore  
Treasurer

Janet  
Secretary

PROPOSED AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF FOREST GLEN

The original Declaration of Covenants, Conditions and Restrictions of Forest Glen is recorded in Official Records Book 3338 at page 0553 of the Public Records of Palm Beach County, Florida.

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

Item 1. Article 4 of the aforesaid Declaration shall be amended to read as follows:

Town-house owners shall not in any way alter or change the color of the exterior of their town-houses. Exterior walls, ~~roof~~ and the fencing around the court yard are to be maintained by each town-house owner in quality condition at all times. Failure to maintain the town-house in such manner will result in a thirty (30) day notice to the town-house owner from the Association setting forth the items to be corrected. . . . [The remainder of this provision remains unchanged.]  
Notwithstanding anything contained to the contrary in this Declaration of Covenants, Conditions and Restrictions, the Association shall have the responsibility to maintain, repair and/or replace the roof of each unit. In addition, the Board of Directors shall have the authority to create a reserve account for this purpose. The Board of Directors shall have the discretion to determine the amount to be deposited in this reserve account and shall also have the authority to specially assess the owners for such purpose.

Item 2. Article 4 of the aforesaid Declaration shall be amended to read as follows:

Town-house owners shall not in any way alter or change the color of the exterior of their town-houses. Exterior walls, roof, and the fencing around the court yard are to be maintained by each town-house owner in quality condition at all times. Failure to maintain the town-house in such manner will result in a thirty (30) day notice to the town-house owner from the Association setting forth the items to be corrected. . . . [The remainder of this provision remains unchanged.]  
Notwithstanding anything contained to the contrary in this Declaration of Covenants, Conditions and Restrictions, no owner shall patch the exterior siding of his unit, except for vertical patching which must be approved in writing by the Association.

ONLY ONE THAT  
PASS BY VOTE  
2/12/85

Item 3. Article 7 of the aforesaid Declaration shall be amended to read as follows:

According to the By-Laws of the Association, Forest Glen Property Owners Association Inc. shall hold one annual meeting concurrent with the election of new board of directors. The preceding Board shall approve the annual budget for the next fiscal year unless the budget calls for improvement or capital expenditures in excess of \$28,000.00. In this event, a majority of owners present at the annual meeting must approve that portion of the budget which calls for such improvements or capital expenditures. The annual maintenance fee assessed to each town-house owner will be equal to the sum of the approved budget divided by the number of property owners on record forty five (45) days prior to the date of the annual meeting. The annual assessment fee will be collected in twelve equal installments each due on or before the tenth day of each month. Monthly late fees in the amount of six (6) percent of outstanding balances or \$20.00, whichever is less, may be assessed if payments are made after the tenth day of each month and shall be assessed if no payments are received in any given month. In addition, delinquent owners shall be responsible to pay interest on outstanding balances excluding late fees at the highest rate permitted by law. Failure to pay the assessment installments, late fees, and accrued interest and late fees when due may result in the imposition and foreclosure of a lien on the town-house of the delinquent homeowner in which case the Association will be entitled to reasonable attorney's fees and collection costs. The designated Association's Treasurer acting in accordance with the Association By-Laws shall enforce the Association's collection policy including the assessment of late fees. In addition to the ordinary annual assessment fee the Association may levy special assessments in any assessment year, applicable to that assessment year only. In addition, the Association has the right to levy a special assessment in the amount of five (\$5.00) dollars per day upon any unit which is vacant for more than ninety (90) days. The purpose of this special assessment is due to the expenses incurred by the Association in providing limited security with respect to any vacant unit. However, this provision does not create an obligation on the part of the Association to provide any particular level of security.

LAW OFFICES

ST. JOHN, KING & DICKER

SUITE 600  
500 AUSTRALIAN AVENUE SOUTH  
WEST PALM BEACH, FLORIDA 33401

DAVID ST. JOHN, P.A.  
WM. REEVES KING  
EDWARD DICKER  
LEON ST. JOHN  
LOUIS CAPLAN  
GEORGE SCHWIND  
STEVE PRESS  
ROSS FIRTELL

TELEPHONE (407) 655-8994  
TELECOPIER (407) 659-0850

November 19, 1993

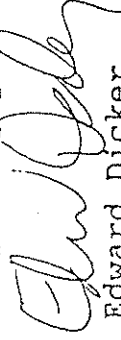
Mr. Bill Gamlin  
Forest Glen Property Owners  
Association, Inc.  
P.O. Box 17855  
West Palm Beach, FL 33416

RE: Certificate of Amendment to By-Laws of Forest  
Glen Property Owners Association, Inc.

Dear Mr. Gamlin:

Enclosed find the original Certificate of Amendment to the By-Laws for Forest Glen which was recorded in the Official Records Book 7940, page 1602, on October 20, 1993. We have retained a copy for our files.

Very truly yours,

  
Edward Dicker  
For the Firm

EAD:sad

Enclosures

24010111.19L

Comm. No. CC 277119

QRB 7940 Pg 1603  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

AMENDMENT TO THE BY-LAWS OF THE FOREST GLEN

PROPERTY OWNERS ASSOCIATION, INC.

EXHIBIT 1

Article VII of the By-Laws as Amended shall read as follows:

The annual assessment fee will be collected in twelve equal installments each due on or before the tenth day of each month. Monthly late fees in the amount of six (6) percent of outstanding balances or \$10, whichever is greater, may be assessed if payments are made after the tenth day of each month and shall be assessed if no payments are received in any given month.

24010110.13E

## RULES AND REGULATIONS OF FOREST GLEN

1. **DISTURBING THE PEACE:** No owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts or conveniences of others. No resident or guest shall disturb the peace or engage in any nuisance activity. Persons shall not gather on the grounds or gather so as to create a nuisance; no music is to be played outside the townhouses; no loud talking is permitted outside the townhouses; no one shall sit or lean on any vehicle without the owner's permission; and no one shall sit or gather around a transformer box. NO CHILDREN shall be permitted to play in the streets or on the lawn. Pedestrian traffic shall use the sidewalks where available and, otherwise, on the sides of the road so as not to impede cars and for safety reasons. Tennis and handball are the only activities provided by the Association. Generally, any other game activity will have to be conducted outside of Forest Glen; however, small children will be allowed to play on lawn areas situated at the back of the townhouses and near the lakes with adult supervision.
2. **PETS:** Offensive pets may be removed by the Association after notice to the owner, with the prevailing party being entitled to recover the costs of proceedings and reasonable attorney's fees. Pets are restricted to no more than two per dwelling. A pet shall be on a leash at all times when not confined within the owner's townhouse or courtyard. Dogs shall not be walked on the grass other than that immediately surrounding the owner's courtyard. Excrement shall be picked up by dog owners. Loose animals shall be impounded.
3. **TRASH:** Trash will be placed in the Association receptacles provided for that purpose. Except for newspapers, all other trash and garbage shall be tied securely in a plastic bag before being placed in the receptacles. The State of Florida Sanitary Code and/or Chapter 316.361, 12, Florida Statutes, may impose fines up to \$500.00 to residents found to be in violation of the trash and garbage requirements just described. No furniture, appliances, tree cutting or lumber shall be placed on the ground near garbage and trash receptacles. Owners may coordinate with the Association's Property Manager to have these items hauled away. Hauling costs will be apportioned and billed by the Association to users of this service.
4. **OUTSIDE GATHERINGS:** Barbecue and other outside gatherings shall take place in rear courtyards only, not in front of Forest Glen units.
5. **HANGING CLOTHES:** No clothes or similar articles shall be hung outside for any purpose whatsoever, except within the courtyard not visible above the fence.
6. **CLUTTER ON GROUNDS:** Furniture, potted plants, appliances, automobile parts, equipment, or anything else that is not a permanent part of the building or grounds shall not be outside the boundaries of the townhouse or courtyard. When not in use, bicycles and toys must also be stored within the townhouses or their courtyards. However, well maintained patio furniture and potted plants may be kept on concrete slab patios.
7. **VEHICLE REPAIR:** Assembling, disassembling, maintenance, or repair of any kind to motor vehicles is absolutely prohibited within Forest Glen. Vehicles hit in an accident or wrecked are not allowed to be parked in Forest Glen. Changing a flat or replacing a battery is authorized; however, vehicles having flat tires for more than a week will be towed away at owner's expense.
8. **DISALLOWED VEHICLES:** Large trucks, boats, trailers, motor homes, campers, buses, and other similar vehicles shall not be parked overnight within Forest Glen except after obtaining a permit from the Association's Property Manager. For the effect of this rule, any truck larger than a pickup truck, including all pickup trucks with dual wheels or tandem axles, will be considered a large truck. Residents shall have their vehicles well maintained at all times so as not to create an eyesore in the community. Inoperable vehicles kept within Forest Glen will be towed away at owner's expense. For the effect of this rule, any vehicle with no registration or valid tag which has not been operated for 30 days or more is considered inoperable.
9. **DAMAGE TO COMMON PROPERTY:** No resident or resident's guest shall damage or litter common grounds or equipment. Common property refers to streets, lawn, sprinkler heads, pipes, lakes, tennis court, racquetball court, fencing within Forest Glen regardless of location. Unit owners shall be responsible to the Association for any property damage to common areas caused by unit residents or resident's guests.
10. **PARKING:** Parking other than in specifically designed parking spaces and occupying no more than one parking space per vehicle is absolutely prohibited within Forest Glen. Improperly parked vehicles will be towed away at owner's expense regardless of reason. Washing cars, unloading or loading, having guests, parties, or visitors, and/or having to park far from resident's front door, ARE NOT valid reasons to improperly park any vehicle within Forest Glen. Two parking spaces are assigned per unit.
11. **WINDOW COVERINGS:** Standard window coverings are required on all windows within 2 weeks of renting any unit. Examples of coverings NOT permitted are shades, cardboard, blankets, foil or newspapers.
12. **YARD SALES:** Forest Glen does not permit YARD SALES or GARAGE SALES or any like kind sales.
13. **ANTENNAS:** Forest Glen does not permit T.V. antennas or large satellite dishes.

**ADDITIONAL RESTRICTIONS:** All residents of Forest Glen shall abide by the provisions of the protective Covenants, Conditions, and Restrictions as well as the Articles of Incorporation and Bylaws of Forest Glen Property Owners Association. Unit owners become Association members and consent to abide by these Association documents as well as Association Rules and Regulations when they purchase units at Forest Glen.

Forest Glen Property Owners Association, P.O. Box 17855, West Palm Beach, FL 33416 (407) 478-2789

(No pets are allowed, except by written permission from landlord)

January 21, 1986

TO ALL CLASS MEMBERS

Re: Settlement Agreement - Mack v. Malt  
Case No. 82-3709CA(L) 01 G

Dear Class Member:

On February 14, 1986, at 10:30, A.M., the Honorable Hubert R. Lindsey, Circuit Court Judge in and for Palm Beach County, Florida will determine whether to approve the attached Settlement Agreement entered into by the representatives of your class and Robert C. Malt and Company, etc., et al. The hearing will be in Room 308 at the Palm Beach County Courthouse, West Palm Beach.

The releases referred to in the Settlement Agreement as Exhibit D and F are not attached inasmuch as the attorneys for the respective parties are holding them in trust.

You are entitled to be present and to participate in this hearing at the aforementioned date and time.

Sincerely yours,

KINGCADE & CAMPBELL, P.A.  
324 Datura Street, Suite 130  
West Palm Beach, FL 33401

and

LEVY, SHAPIRO AND KNEEN, P.A.  
1675 Palm Beach Lakes Blvd.  
Forum III, Tower A  
Suite 500  
West Palm Beach, FL 33401

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA.

CASE NO.: 82-3709 CA(L) 01 G

LARRY P. MACK, DAVID KOLP,  
DANNY KOLP, DONALD VITALE,  
THOMAS L. RICE and KAREN  
MOREE, individually and as  
class representatives,

Plaintiffs,

vs.

ROBERT C. MALT AND COMPANY,  
a Florida corporation, ROBERT  
C. MALT, individually and  
VERA HEFLIN, individually,

Defendants.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made and entered into this 13<sup>th</sup> day of January, 1986, by and between the Plaintiffs, LARRY P. MACK, DANNY KOLP, DONALD VITALE and KAREN MOREE, individually and as class representatives, (hereinafter referred to as the "Plaintiffs"), and the Defendants, ROBERT C. MALT AND COMPANY and ROBERT C. MALT, individually (hereinafter referred to as "the Defendants").

W I T N E S S E T H

WHEREAS, the Plaintiffs initiated a certain civil action in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, styled Larry P. Mark, David Kolp, Danny Kolp, Donald Vitale, Thomas L. Rice and Karen Moree, individually and as class representatives, Plaintiffs vs. Robert C. Malt and Company, a Florida corporation and Robert C. Malt, individually, Defendants, case no. 82-3709 CA(L) 01 G; and

WHEREAS, the parties wish to resolve their differences and wish to avoid further litigation and court proceedings on the issues raised in the aforementioned lawsuit; and

WHEREAS, the parties have resolved and settled their differences arising from the aforementioned lawsuit.

(Class member's name)  
(Class member's address)

Re: Settlement Agreement - Mack v. Malt  
Case No. 82-3709CA(L) 01 G-

Dear \_\_\_\_\_:

On \_\_\_\_\_, at \_\_\_\_\_, M., the Honorable Thomas E. Shofits, Circuit Court Judge in and for Palm Beach County, Florida will determine whether to approve the attached Settlement Agreement entered into by the representatives of your class and Robert C. Malt and Company, etc., et al. The hearing will be in Room 316 at the Palm Beach County Courthouse, West Palm Beach.

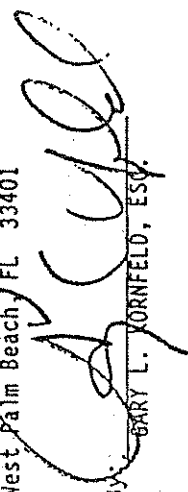
You are entitled to be present and to participate in this hearing at the aforementioned date and time.

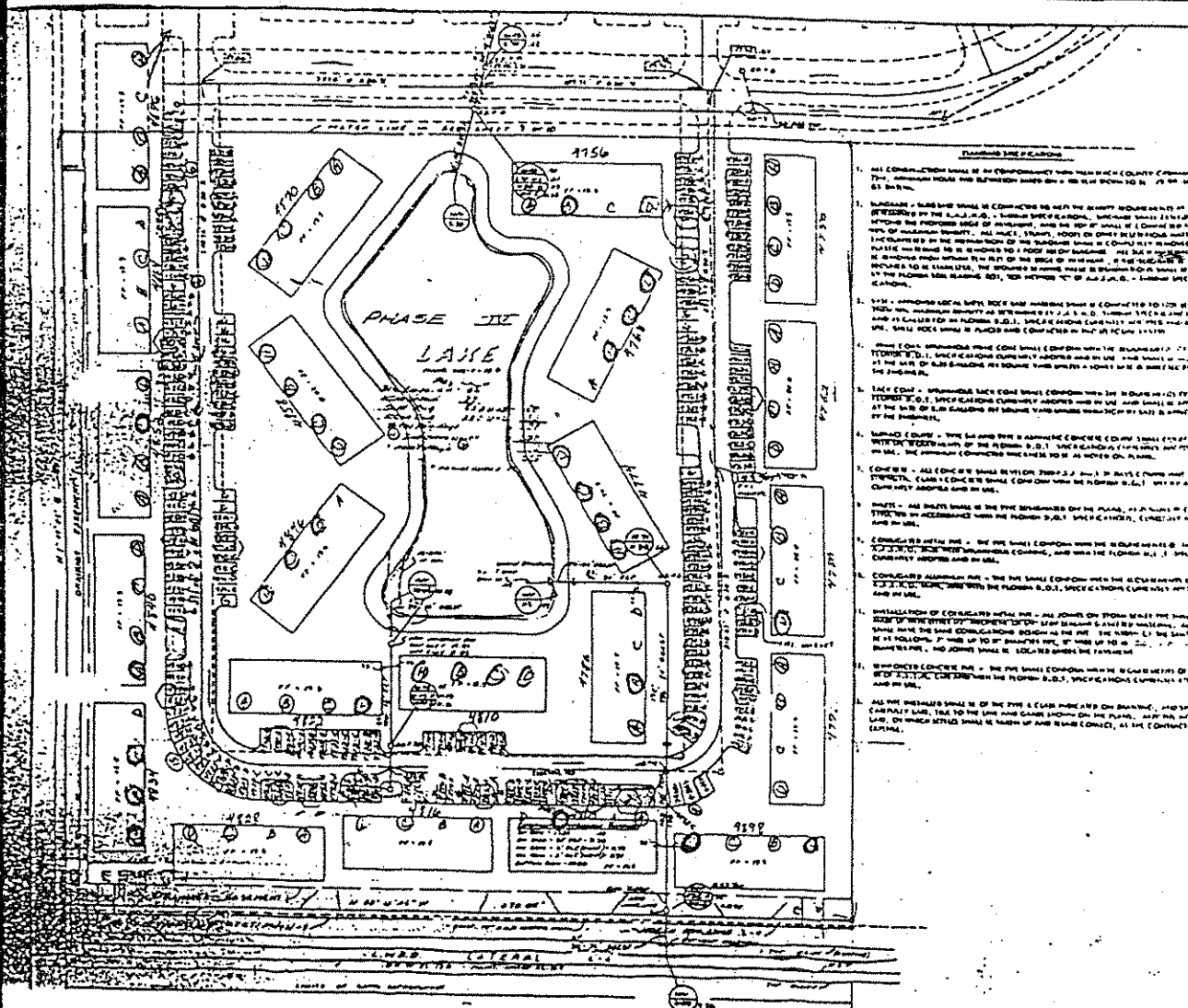
Sincerely yours,

KINGCADE & CAMPBELL, P.A.  
324 Datura Street, Suite 130  
West Palm Beach, FL 33401

and

LEVY, SHAPIRO AND KNEEN, P.A.  
1675 Palm Beach Lakes Blvd.  
Forum III, Tower A  
Suite 500  
West Palm Beach, FL 33401

By:  GARY L. KORNFELD, ESQ.



- [illegible]

- [illegible]

OCT-23-1996 6:19am 96-371067  
ORB 9495 P3 324

# THE JO

# AUTHORIZING THE RECORDING OF THE

WHEREAS, the Forest Glen Property Owners Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State on May 5, 1980, and who's Charter Number is 7523321, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Forest Glen, are recorded at Official Record Book 7387, page 1099, of the Public Records of Palm Beach County, Florida, and

WHEREAS, the aforescribed By-Laws have not heretofore been recorded on the Public Record, and

IT IS HEREBY

FURTHER RESOLVED, that concurrent with the recording of the By-Laws, the original of this Resolution shall be recorded with it.

THE FOREGOING RESOLUTION, of the Board of Directors of the Forest Glen Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, was approved by the undersigned, in accordance with the appropriate provisions of the Articles, Declaration and By-Laws and passed by affirmative vote on this 14<sup>th</sup> day of October, 1996.

ONE 9495 P# 325

Witnesses as to all officers:

[Signature]  
Witness as to all  
[Signature]  
Witness as to all

FOREST GLEN PROPERTY OWNERS  
ASSOCIATION, INC.

[Signature] JANTHE HENRY  
President

Vice President

[Signature]  
Secretary ANN M. HARSHEMAN

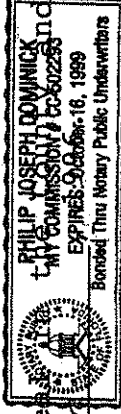
Treasurer

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared:

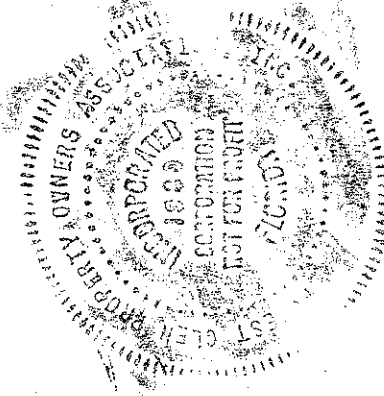
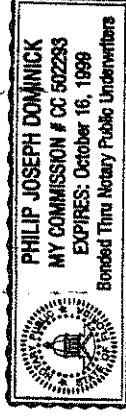
to me known to be officers and directors of the FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC., and upon oath, they acknowledged before me that they each signed their names to the foregoing document.

WITNESS my hand and official seal of the State  
aforesaid this 14 day of October



[Signature]  
Notary Public

My Commission Expires: 10/16/1999



ORD 9495 Pg 326

EXHIBIT "A"

A PORTION OF LAND IN THE REPLAT OF WESTOVER AS RECORDED IN PLAT BOOK 18, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 50 FEET THEREOF FOR THE RIGHT-OF-WAY OF GREEN STREET AND THE EAST 50 FEET THEREOF FOR THE RIGHT-OF-WAY OF LEGGINGTON AVENUE. TOGETHER WITH;

THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. TOGETHER WITH;

THE SOUTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 43, SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 7.00 FEET THEREOF FOR THE RIGHT-OF-WAY OF LAKE NORTH DRAINAGE DISTRICT LATERAL 4.

CONTAINING 29.54 ACRES, MORE OR LESS.

BY-LAWS

OF

FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC.

A Corporation not for profit under  
the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of the FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC. hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in th office of the Secretary of State on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_. The Association has been organized for the purpose of owning and operating certain lands and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common by the members of the Forest Glen Property Owners Association, Inc. which members shall all be property owners at Forest Glen. Such operation by the Association shall include the management of Forest Glen in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of Forest Glen", and the enforcement of such covenants, conditions and restrictions.

A. The office of the Association shall be at 1920 Palm Beach Lakes Blvd., West Palm Beach, Florida 33409. (until changed)

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

C. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

ARTICLE II

MEMBERS MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time, on the first Thursday in September of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special memebers' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one third (1/3) of the votes of the entire membership.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in four installments on the first days of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any accounts that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1st; and if made prior to July 1st, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1st. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessments installments upon default. If a townhouse owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessments upon notice to the townhouse owner, and then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him be registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the townhouse concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse owners concerned, the assessments shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan association as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only be checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant or by an auditing committee consisting of not less than three members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premium on such bonds shall be paid by the Association.

I. Proviso. Provided, however, that until the Developer of Forest Glen has all of the contemplated improvements and closed the sales of all of the townhouses located at Forest Glen, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. Which approval shall not be unreasonably withheld.

### ARTICLE III

#### DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner:

1. The Election of Directors shall be held at the annual members' meeting.
2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual member's meeting. The committee shall nominate one person for each director than serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.
3. The elections shall be held by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
6. Provided, however, that until the Developer of Forest Glen has completed all of the contemplated improvements and closed the sales of all the townhouses at Forest Glen Townhouses or until the Developer elects to terminate its control of the Association and in the event of vacancies the remaining directors, the vacancies shall be filled by the Developer. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on seventy (70) percent of the units. The owners of the unit shall be entitled to elect a majority of the Board of Directors of the Association after ninety (90) percent of the units are sold. Further, the undersigned shall have veto power on any act of the Board of Directors as long as Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned.
- C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

ARTICLE IV  
POWERS AND DUTIES OF  
THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

ARTICLE V

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptory two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he is his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice President in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VIFISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provision:

A. Accounts. The receipts and expenditure of the Association shall be created and charged to accounts under the following classification as shall be appropriated, all of which expenditures shall be common expenses:

- (1) Current Expenses, which shall include all receipts and including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- (2) Reserve for deferred maintenance, which shall include funds for maintenance itmes that occur less frequently than annually.
- (3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (4) Betterments, which shall include funds to be used for capital expenditures for additional improvements to the common property.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the esitimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

- (1) Current expense.
- (2) Reserve for deferred maintenance.
- (3) Reserve for Replacement.
- (4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided however, that in the expenditure of this fund, no sum in excess of One Thousand Dollars (\$1,000.00), shall be expended for a single item or for a single purpose without approval of the members of the Association.
- (5) Operation, the amount of which may be to provide a working fund or to meet losses.
- (6) Provided however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at Forest Glen or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances of contingencies and reserves.
- (7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy on the amended budget shall be furnished to each member.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his mailing address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation of these By-Laws.

#### E. Voting

1. In any meeting of members of townhouses shall be entitled to cast one vote as the owner of a townhouse unless the decision to be made is elsewhere required to be determined in another manner.

2. If a townhouse is owned by one person, his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person or is under lease, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by all of the record owners of the townhouse and filed with the Secretary of the Association. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary or the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the townhouse concerned. A certificate designating the person entitled to cast the vote of a townhouse may be revoked by any owner of a townhouse. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

#### G. Proxies.

Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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

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

1. Election of Chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New Business.
11. Adjournment.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

E. Regular meeting of a newly-elected Board of Directors shall be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each (3) days to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or these By-Laws.

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

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

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

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

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

ARTICLE VII

PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided, such approvals must be by:

1. Not less than seventy-five (75) percent of the entire membership of the Board of Directors and not less than seventy-five (75) percent of the votes of the entire membership of the Association; or

2. Not less than eighty (80) percent of the votes of the entire membership of the Association; or

3. Until the first election of directors, by all of the directors.

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

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of Forest Glen Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Anthony Bruner  
Secretary

Sh. Koorshma  
President

William Jackson  
Robert M. Jones  
Janet C.

Form 100 (Revised 10/1/88) (Not for use in Florida)

Name

Address

Print the Appointee's Parcel Identification (Folio) Number(s)

SEP-09-1992 02:44 PM 92-275031

088 7387 Pg 1099

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF FOREST GLEN

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Glen. The original Declaration is recorded in Official Records Book 3338, at Page 0553 of the Public Records of Palm Beach County, Florida.

DATED this 21st day of August, 1992.

As to Witnesses:

Forest Glen Property Owners  
Association, Inc.

Sign Antoinette Yeager Sign Antoinette Yeager President

Print Antoinette Yeager Print Antoinette Yeager

Sign Antoinette Yeager Sign Antoinette Yeager

Print Antoinette Yeager Print Antoinette Yeager

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Sign Antoinette Yeager Sign Antoinette Yeager

Print Antoinette Yeager Print Antoinette Yeager

STATE OF FLORIDA  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 21st day of August, 1992 by Antoinette Yeager, as President of Forest Glen Property Owners Association, Inc. He/she is personally known to me or has produced Driver's License as identification and did take an oath.



ANTOINETTE YEAGER  
MY COMMISSION EXPIRES 08/31/95  
SIGNED 12/1/92  
1200 N. W. 14th AVE., SUITE 100  
MIAMI, FL 33136

Notary Public:

Sign Antoinette Yeager

Print Antoinette Yeager

State of Florida at Large (Seal)

My Commission Expires:

This instrument prepared by:  
Edward Dickert, Esquire  
500 Australian Avenue So., Suite 600  
West Palm Beach, Florida 33401  
(407) 633-8994

088. 7387 Pg 1100

SECOND AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF FOREST GLEN PROPERTY OWNERS ASSOCIATION INC

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Glen is a true copy of the resolution amending the declaration of Covenants, Conditions, and Restrictions which was adopted and approved by the properly called and convened annual meeting of the Association held on the eleventh day of July, 1992. This resolution was adopted in accordance with the terms of the Association By-Laws.

The Declaration of Covenants, Conditions and Restrictions of Forest Glen is hereby amended to read as follows:

1. All the land described in Exhibit A attached to the Original Declaration less all the land on which town-houses have being built are known as common property. This common property consists of the roadways, parking, water management tracts, large easements and all other areas as shown on the plat of Forest Glen. This common property is owned by Forest Glen Property Owners Association Inc., a corporation non for profit organized under the laws of the State of Florida which administers such property in keeping with this Declaration as well as the Articles of Incorporation and By-Laws of Forest Glen Property Owners Association Inc. together with the Rules and Regulations promulgated by the Association.

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

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2. The water and sewer lines going from the point of connection to the central water distribution and sewage collection lines of Palm Beach County, Florida are referred to in this document as limited personal property. These items of limited personal property are administered by the Association for the benefit of the owners of the four (4) separate town-house units that have been built in each building structure. The cost of repair, cleaning, and maintenance of these lines for a particular building structure are borne equally by the four (4) owners of the town-house units located in such structure. The expenditure of funds by the Association for this purpose shall be assessed to each of the four owners in such a manner that each receives his/her appropriate share of the incurred expense. The assessment shall be due and payable thirty (30) days after billing. Sums still unpaid after thirty (30) days shall bear interest at the highest rate of interest permitted by law from the due date until paid. Payments on account shall be first applied to interest and then to the assessment, payment first due. The Association has the right to file and foreclose a lien against the property of the owner who fails to make required payments. The lien for unpaid assessment shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of assessments and foreclosure of liens.
3. The owners of the four (4) town-house units comprising a single building structure own fee simple title to their unit subject to a party-wall agreement filed in the public records of Palm Beach County, Florida. The town-house units are additionally identified by the surveys attached to the original Declaration as part of Schedule B.

4. Town-house owners shall not in any way alter or change the color of the exterior of their town-houses Exterior walls, roof, and the fencing around the court yard are to be maintained by each town-house owner in quality condition at all times. Failure to maintain the town-house in such manner will result in a thirty (30) day notice to the town-house owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, the Association may contract to have such work performed and the town-house owner shall be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien and foreclose for non-payment of such charges, in which event, the town-house owner shall be responsible for attorney's fees and costs. Town-house owners desiring to decorate the exterior of the town-house units of their property in a color and finish other than that of the remaining town-houses shall obtain the consent in writing of all the remaining town-house owners prior to the change in decoration. No prior approval shall be required when the exterior decoration is done with the same color and finish of all other town-house units. Normal maintenance of the roof of the town-house units such as cleaning, recoating, or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four town-house owners comprising a single building structure. The expense of such maintenance shall be borne proportionately by the four town-house owners. The proration shall be determined by the ratio of square footage of the roof corresponding to each town-house unit to the total square footage of the entire building structure. In the event of damage or destruction which is confined to the roof area wholly within the

dimensions of a single town-house unit, the cost of repair or replacement shall be borne by the single town-house unit owner. The cost of damage or destruction of adjacent roof areas caused by the negligence or wilful misconduct of a town-house shall be borne in its entirety by such negligent owner. In the event that town-house owners neglect or refuse to pay their share, (or all the cost in case negligence or wilful misconduct), any other affected town-house owner may have such roof repaired or replaced and shall be entitled to file and foreclose a lien on the town-house of the responsible owner in the amount of such owner's share of the cost of repairs or replacement plus applicable attorney fees. Mortgagees holding mortgages upon the property of town-house owners responsible of the negligence or wilful misconduct just described shall have the same right as town-house owners to perform repairs and replacements and proceed against responsible town-house owners.

5. The Association shall maintain adequate property and casualty insurance on each town-house structure. The Association will also carry adequate insurance on the common property. Insurance costs shall be part of the annual maintenance cost assessed to each town-house owner. Annual assessment fees will be subject to the collection methodology described in No. 7 below as well as the Rules and Regulations of the Association. Any contents placed inside the town-house structure as well as any additions made in or to town-house structures may be insured as each owner may desire. In the event of casualty loss the Association shall act as the agent of all owners and adjust the loss on their behalf.

ORB 7387 P 1104

6. By virtue of acceptance of the deed of conveyance to a town-house, each town-house owner becomes automatically a member of Forest Glen Property Owners Association, Inc. As members of the Association, all owners are governed by this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association as may be amended from time to time.

7. According to the By-Laws of the Association, Forest Glen Property Owners Association Inc shall hold one annual meeting concurrent with the election of new board of directors. The preceding Board shall approve the annual budget for the next fiscal year unless the budget calls for improvement or capital expenditures in excess of \$28,000.00. In this event, a majority of owners present at the annual meeting must approve that portion of the budget which calls for such improvements or capital expenditures. The annual maintenance fee assessed to each town-house owner will be equal to the sum of the approved budget divided by the number of property owners on record forty five (45) days prior to the date of the annual meeting. The annual assessment fee will be collected in twelve equal installments; each due on or before the tenth day of each month. Monthly late fees in the amount of six (6) percent of outstanding balances or \$20.00, whichever is less, may be assessed if payments are made after the tenth day of each month and shall be assessed if no payments are received in any given month. In addition, delinquent owners shall be responsible to pay interest on outstanding balances excluding late fees at the highest rate permitted by law. Failure to pay the assessment installments, late fees, and accrued interest and late fees when due may result in the imposition and foreclosure of a lien on the

town-house of the delinquent homeowner in which case the Association will be entitled to reasonable attorney's fees and collection costs. The designated Association's Treasurer acting in accordance with the Association By-Laws shall enforce the Association's collection policy including the assessment of late fees. In addition to the ordinary annual assessment fee the Association may levy special assessments in any assessment year, applicable to that assessment year only.

8 Subject to the limitations contained in the Association's Rules and Regulations, town-house owners shall have personal and free right to the use and enjoyment of all current and future common property owned by the Association. This right shall include but not be limited to the ingress and egress over all of the common property. The rights of town-house owners over common property shall be extensive to all invitees and guests of the town-house owner. Notwithstanding the fact that parking spaces form part of common property, the Association will designate at least two parking spaces for the exclusive use of the occupants of each Forest Glen Unit. In designating parking spaces, the Association shall attempt that all assigned parking spaces be as close to the door of each building unit as possible. Parking spaces not reserved for the exclusive use of owners or their tenants will be marked as visitor parking. The parking spaces assigned to visitors will be apportioned throughout the entire parking area and may be used by tenants or resident owners when not occupied.

9 Acquirers of title as a result of foreclosure of the first mortgage or by a deed taken in lieu of foreclosure of the first mortgage, and their successors and assigns, shall not be liable for any delinquent assessments due to the Association and owed by the former town-house owner. However

ORB 7387 P4 1106

acquirers of title in the form just described will be responsible for payment of assessment installments as of the date of title acquisition.

10. The members of the Association have the right to amend this Declaration of Protective Covenants, Conditions, and Restrictions by a majority of the entire membership

11. Exterior radio or television antennas are not permitted under any circumstance.

12. The liens referred to in this declaration shall not be effective unless and until they have been recorded in the Public Records of Palm Beach County, Florida.

13. In the event of damages to town-house units resulting from an act of God or other casualty, their owners shall allow reparation or rebuilt in accordance with the original architectural plans and specifications. The Association shall apply insurance proceeds towards such repair or rebuilding.

14. The board of directors has the authority to amend the Rules and Regulations of Forest Glen. The Rules and Regulations of Forest Glen are an integral part of this Declaration. Violation of the Rules and Regulations are subject to the penalties described in this Declaration.

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

15. The Association shall enforce this Declaration by levying fines and initiating action to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of its covenants. In addition, any party suffering damages as a result of the violation may initiate the action either against the violator or against the Association if the Association refuses to enforce the covenants. The prevailing party shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for attorney services.

16. In order to assure a community of congenial residents and thus provide the value of the dwellings and to provide for the health, safety, welfare, and morals of the community, the leasing of Forest Glen town-houses shall be subject to the following provisions:

a. Subject to the limitations described below Forest Glen town-house owners are authorized to lease the units they own. Renting units without a duly authorized lease agreement is absolutely prohibited. Town-house owners shall notify the Association in writing of their intention to lease their units and shall furnish with that notification a copy of the lease together with a completed application form and a copy of the Association Rules and Regulations signed by each prospective tenant who is eighteen (18) years of age or older. All the questions on the application form must be fully answered. Application forms may be obtained from the Association's office. The application forms will be those approved from time to time by the Board of Directors.

b. All leases must be in writing and for a term not less than 180 days. Further, all leases shall include a clause providing that the lessee, the lessee's family, and the lessee's guests shall be subject in all respects to the terms and provisions of this Declaration and to the Rules and Regulations of the Association. Failure by the lessee to comply with the terms and conditions of this Declaration and of the lease agreement shall constitute default and breach of the lease contract. The Association shall have the right to initiate eviction proceedings or other action against lessees in the event that breach of contract results from violation on the part of the lessee of the terms of this Declaration and the Rules and Regulations of the Association. It shall be the obligation of the lessors to supply the Lease Review Committee with a copy of each lease signed by both parties prior to obtain Association approval for the lessee occupying the premises. Lessors will be ultimately responsible for damages caused by lessees to either common property or the property of other owners by the lessee, the lessee's family, the lessee's guests, and the lessee's pets.

c. In its first meeting (organization meeting) after the Association annual meeting mandated by the By-Laws of the Association, the board of directors shall appoint a lease review committee empowered to meet and reject or approve all proposed leases until the next elected board of directors designate a lease review committee. The board of directors is free to retain one or more members of the old lease review committee to serve for more than one term. The lease review committee shall consist of three owners two of which must be Forest-Glen-Resident owners. The board of directors has the option to fill the third position with any

other person with no regard to whether or not such person is resident or owner of Forest Glen units. The members of the lease review committee shall be considered officers of the Association and in such capacity they shall be subject to compensation dismissal and other employment determinations according to the applicable policy established from time to time by the board of directors. Vacancies in the lease review committee before the designated term is expired may be filled, regardless of reason at the option of the Board of Directors provided that the majority of the committee is formed by Forest Glen resident owners.

d. Immediately upon receipt of a complete application, the Lease Review Committee shall meet and, within three fully completed business days from the date of receipt of the copy of the lease and the corresponding application form, either approve or reject the proposed lease agreement. It shall be the responsibility of the prospective lessor/owner to contact the Lease Review Committee to inquire about the rejection or approval of duly submitted leases at the expiration of the three full business days. The Lease Review Committee may be contacted at the office of the Association in person, by mail, by telephone, or by any other means of communication. Failure of the lease review committee to furnish its decision when requested, provided that the review time has expired, shall be construed as approval of the lease. After expiration of the required period, the lease review committee shall communicate its decision in writing to the prospective lessor. Rejection, if any, shall be fully supported as to the rationale for denying the request. The time used by the postal service to deliver the committee's decision will not be counted to determine the three full business days referred to above.

e The Lease Review Committee shall make its determination based on the following criteria:

(1) Forest Glen units shall be occupied by no more than three unrelated individuals or more than six (6) related persons comprising one (1) family. The definition of family applies exclusively to grandparents, parents, and children. Under special circumstances the committee ~~may~~ consider other related individuals to comprise a family but in no circumstance unrelated individuals will be considered as member of one family. Couples living together as husband and wife will be considered related persons whether they are married or not.

(2) Every prospective occupant over the age of eighteen (18) years must sign the application and the Rules ~~And~~ Regulations.

(3) Subleasing is prohibited unless prior approval from the lease committee is obtained. Request for subleases must be submitted by both the landlord and the tenant.

(4) The combined family (including minors authorized to work) gross monthly income ~~or~~ the combined gross income of all adults executing the lease must be equal to ~~at~~ least three monthly lease payments.

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In addition to the above criteria, the screening committee shall consider the following:

- (i) Employment references, if any.
- (ii) Prior residence addresses for the preceding two (2) years.
- (iii) Convictions of felonies and misdemeanors other than traffic violations

f. No more than two pets per household shall be permitted. Pets other than cats and dogs will require a special permit from the Association. Owned pets shall be subject to the applicable Rules and Regulations of the Association

g. There shall be a non-refundable fee of fifty (\$50.00) dollars which must be submitted with the completed applications. The non-refundable fee shall be reduced to \$35.00 if an applicable credit is provided from a reputable and verifiable credit agency is attached to the application. Incomplete applications along with the corresponding application fee shall be returned with no action taken. The excess, if any, of application fees over application review costs and any net income resulting from the Association acting as lease administrator or agent of owners shall be devoted by the Association to increase its long-term investments or improvement accounts. The accounting of application review expenses and revenue will be kept separate from the records used to account for lease administration fees and also separate from ordinary and special assessment records.

h. The Association has the right to disapprove or void any lease agreement entered into by any town-house owner who is delinquent in paying any special or ordinary assessments or is in violation of this declaration until such delinquencies or violations are corrected.

i. No lease application shall be rejected because of sex, race, religion, handicap condition, or national origin. The application form shall list the families, as known by the screening committee at the time of decision making, available under current law to applicants who believe they have been rejected because of their minority status and not because of the criteria listed above.

17. Validation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. This Declaration of Covenants, Conditions, and Restrictions of Forest Glen townhouse Community replaces in its entirety the original Declaration dated August 4, 1980.



NOW, THEREFORE, the undersigned hereby makes the following amendments to the Declaration:

1. All costs of replacing the roofs of the townhouse units, except that portion of the roof commonly referred to as sheathing, shall be borne by the Association. In the event that any termite infestation or damage is present to the sheathing the unit owner shall bear the cost of replacement of the entirety of the sheathing. If any townhouse owner shall neglect or refuse to replace the sheathing when necessary the Association shall have the right to replace the sheathing and shall be entitled to a lien on the townhouse of the unit owner failing to arrange and pay for said replacement.
2. All other provisions of the Declaration, as amended, as not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the above named Property Owner's Association, a Florida non-profit corporation has caused these presents to be signed in its name by its President the 24 day of May, 2000.

Signed, sealed and delivered  
in the presence of:

Sheree Lupo  
Sheree Lupo  
Bridget C Lopez  
Bridget C Lopez

FOREST GLEN  
PROPERTY OWNERS ASSOCIATION, INC.

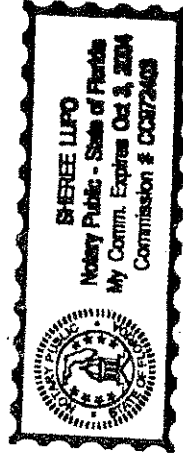
By: Janthe  
Its President

By: Sheree Lupo  
Its Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24<sup>TH</sup> DAY OF MAY, 2001  
BY Janthe P. Heney and Sheree Lupo the President and Secretary of Forest Glen  
who are personally known to me and who did not take an oath.

(SEAL)



Sheree Lupo  
(Print Name)

My Commission Expires: October 3, 2004

Personally Known ☒ OR Produced Identification ☐

Type of Identification: \_\_\_\_\_

Prepared by and Return to:  
LAW FIRM OF V. DONALD HILLEY, P.A.  
11382 Prosperity Farms Road  
Suite 124  
Palm Beach Gardens, FL 33410

05/23/2002 11:08:10 20020262299  
OR BK 13734 PG 0901  
Palm Beach County, Florida

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC.  
ADOPTING THE 4<sup>TH</sup> AMENDMENT TO ITS DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

WHEREAS, the Forest Glen Property Owners Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State on May 5, 1980, and who's Charter Number is 752321, and

WHEREAS, FOREST GLEN is a homeowners association, not a condominium, and each unit owner is subject to the Articles of Incorporation of the Forest Glen Property Owners Association, Inc., and the Declaration of Covenants, Conditions and Restrictions and By-Laws of that Association, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Forest Glen, are recorded at Official Record Book 3398, Page 884, and Official Record Book 7387, page 1099, of the Public Records of Palm Beach County, Florida, and

WHEREAS, Article 10 of the Declaration, as amended, provides that the Declaration may be amended in accordance with the terms set forth therein; and

WHEREAS, the amendment to Section 4 of the Declaration, which changes the responsibility for painting exterior walls and for maintenance, repair and replacement and painting of fences from townhouse owners to the Association, and edits Section 4, to comply with the Third Amendment duly recorded at Official Record book 12599, Page 1607, was duly passed by the membership of the association; and

WHEREAS, in compliance with the requirements of its Declaration of Covenants, Conditions and Restrictions, the Association has amended same as hereinafter set forth,  
IT IS HEREBY,

RESOLVED, that the following 4<sup>th</sup> Amendment to the Declaration of Covenants, Conditions and Restrictions of the Forest Glen Property Owners Association, Inc. shall be recorded on the Public Records of Palm Beach County, Florida.

4. Town-house owners shall not in any way alter or change the color, type of material, construction, or appearance of the exterior of their town-houses. Other than the painted surfaces of the exterior of a town-house (and the roofs as set forth in the Third Amendment to the Declaration recorded at Official Record Book 12599, Page 1607, Public Records of Palm Beach County, Florida), including but not limited to the structural and support elements, subsurface conditions, mechanical elements of the townhouses, Exterior walls, windows and frames and other non-painted surfaces, roof, and the fencing around the court yard are to be maintained by each town-house owner in quality condition at all times. The Association shall have the exclusive right and responsibility to paint or otherwise finish the

exterior surfaces of the town-houses and to maintain, repair and replace fencing of the town-houses within Forest Glen and the expense for same shall be a common expense of the membership and assessed accordingly. This obligation to paint the exterior of the town-houses and maintain, repair and replace the fencing shall be for the purpose of improving and maintaining the aesthetics of the community, protecting property values, and establishing uniformity in the color scheme of Forest Glen, which color scheme shall be determined from time to time by the Board of Directors. The Association's responsibility to paint the town-house units shall not extend to correction, repair or replacement of structural or support elements or subsurface conditions other than minor filling or patching necessary to properly prepare the surface for painting. It shall remain the owner's responsibility to correct, repair or replace structural or support elements and subsurface conditions/components which are in need of repair so that the surface may be properly painted/finished, which determination of need may be made by the Board. If such determination is made by the Board, then the owner shall be obligated to timely make appropriate repairs/replacements.

Failure to maintain the town-house in such manner will result in a thirty (30) day notice to the town-house owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, the Association may compel compliance in an action in equity or law, and/or contract to have such work performed and the town-house owner shall be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien and foreclose for non-payment of such charges, in which event, the town-house owner shall be responsible for the Association's attorneys fees and costs. Town-house owners desiring to decorate the exterior of the town-house units of their property in a color and finish other than that of the remaining town-houses shall obtain the consent in writing of all the remaining town-house owners prior to the change in decoration. No prior approval shall be required when the exterior decoration is done with the same color and finish of all other town-house units. Normal maintenance of the roof of the town-house units such as cleaning, recoating, or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four town-house owners comprising a single building structure. The expense of such maintenance shall be borne proportionately by the four town-house owners. The proration shall be determined by the ratio of square footage of the roof corresponding to each town-house unit to the total square footage of the entire building structure. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of a single town-house unit, the cost of repair or replacement shall be borne by the single town-house owner.

In the event an owner, occupant or invitee of an owner or occupant, damages or destroys any portion of the town-house for which the Association has a maintenance obligation, or any portion of the common property, the cost of such damage or destruction of adjacent roof areas caused by the negligence or willful misconduct of a town-house and/or the costs to compel the responsible owner to repair or replace any such damaged or destroyed property (including reasonable attorneys fees) shall be borne in its entirety by such negligent owner, occupant and invitee, jointly and severally. In the event any owner, occupant or invitee that town-house owners neglects or refuses to pay their share, for all the cost in case of all other affected town-house owner the Association may have such roof repaired or replaced and shall be entitled to file and foreclose a lien on the town-house of the "responsible owner" (herein defined as the owner of the town-house in which the person or persons causing damage or destruction were the owners, occupants, guests, invitees, or any of them) for all such costs of in the amount of such owner's share of the cost of repairs or replacement (plus administrative and overhead expenses) plus applicable attorney fees. Mortgagees holding mortgages upon the property of town-house owners responsible of the negligence or willful misconduct for the damage or destruction just described shall have the same right as town-house owners the Association to perform repairs and replacements and proceed against responsible town-house owners.

Note:

Words which are underlined are additions and words which are stricken through stricken through are hereby deleted from the text. Words which are neither underlined or stricken through are as they appear prior to this amendment.

THE FOREGOING AMENDMENT was passed by affirmative vote of not less than fifty (51%) percent of the votes of the entire membership of the Association in compliance with the Declaration of Covenants, Conditions and Restrictions of Forest Glen Property Owners Association, Inc..

IN WITNESS WHEREOF, the FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Certificate of Amendment to the Declarations of Covenants, Conditions and Restrictions set forth above, of the Forest Glen Property Owners Association, Inc. to be executed this 10<sup>th</sup> day of May, 2002.

Signed, sealed and delivered  
In the presence of:

FOREST GLEN PROPERTY OWNERS  
ASSOCIATION, INC.

Witness Philip Dominick

Philip Dominick

Witness Sherac Logo

Sherec Logo

ATTEST:

  
Ann Harshman, Secretary

Ann Harshman, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

$$\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right)$$

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2002 by Ian the P. Brown, the President and Ann Harshman, the Secretary, respectively of FOREST GLEN PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who ☒ are personally known OR ☐ have produced \_\_\_\_\_ as identification and who have not taken an oath.

(SEAL)

Notary Public

My Commission Expires: October 3 2000

